

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED “FLASH II”,

Defendant.

KERRY SCOTT LANE, M.D.

Claimant.

CLAIMANT KERRY SCOTT LANE’S STATEMENT OF FACTS

Sailorman/Chuck Fitzgerald

1. The Flash II was purchased at auction on 6-29-96 by Chuck Fitzgerald, owner of Sailorman New and Used Marine Emporium, Ft. Lauderdale, Florida. The auction was widely reported in newspapers, and the articles all stated that Chuck Fitzgerald of “Sailorman” in Ft. Lauderdale was the successful purchaser. [LaneDocReqResp pp. 1-2.]
2. Ole Anderson traveled to the auction to bid on the Flash II on Chuck Fitzgerald’s behalf. Chuck Fitzgerald gave him \$11,000 to bid on the sailboat. [FitzgeraldAff1 ¶ 3.] Another investor, whose name was unknown to Fitzgerald contributed approximately \$5,000 [FitzgeraldAff1 ¶ 4.] Based on the timing in his documentation, this other investor was apparently Harry E. Crosby, who contributed \$5,250. [Gov. Ex. 3 - Crosby Aff. ¶ 2.] Fitzgerald gave Ole permission to bid up to \$18,5000 and provided additional funds to

cover the higher bid and the 10% buyer's premium. [FitzgeraldAff1 ¶ 5.] Ole Anderson did not invest any of his own money in the purchase. [FitzgeraldAff1 ¶ 4.]

3. The boat was shipped to Sailorman's shipyard in Ft. Lauderdale, where Fitzgerald and Anderson inspected it and determined that there was no hull number on the boat. Thinking that would make it difficult to establish authenticity, Fitzgerald told Anderson he wanted his interest bought out within 2 weeks. Having no money himself, Anderson agreed to put together a group of investors to buy out Fitzgerald's interest for approximately \$23,000. [FitzgeraldAff1 ¶ 6.]
4. Ole Anderson began putting together plans for "the consortium" which would buy out Fitzgerald's interest, and had contracts drawn up which the consortium participants signed, evidencing their investments and shares. [LaneDocReqResp pp. 8-10, 12-13, 15-16.]
5. Dr. Lane and Ole Anderson traveled to Sailorman shipyard and met with Chuck Fitzgerald in person on July 12, 1996, when Dr. Lane paid the first \$5,000 installment to Fitzgerald toward the purchase of Sailorman's interest. [LaneDocReqResp pp. 6-8.] In the ensuing weeks, Dr. Lane paid an additional \$20,000 to Ole Anderson to finish buying out Sailorman's interest and begin restoring the sailboat. [LaneAff1 ¶ 4.]
6. Discovery revealed that, on March 10, 2005 – after this forfeiture case was filed and served on others, but not on Dr. Lane – AUSA Shelby Wright received a letter from Thomas Kerner, the attorney for claimant Crosby, which included a copy of a newspaper article showing Chuck Fitzgerald was the purchaser of the Flash II at the June 1996 auction. [USDocReqResp pp. 107-109.] The article names Chuck Fitzgerald's business –

Sailorman, in Ft. Lauderdale, Florida. [USDocReqResp p. 109.]

7. The government did not contact Sailorman or otherwise follow up on the lead.
[Usanswrogs ¶ 9.]
8. Sailorman is still located in Ft. Lauderdale, Florida, and has a listed telephone number.
[We ask the court to take judicial notice: a call to 411 will turn up the phone number.]
9. No government agent ever contacted Sailorman to determine who owned interests in the sailboat. [FitzgeraldAff2.] Had they contacted Sailorman, Chuck Fitzgerald could have told them that Dr. Lane bought out Sailorman's interest in the sailboat (minus 1% interest which Fitzgerald retained.) [FitzgeraldAff1 ¶¶ 6, 8.] Fitzgerald has retained his documentation from the sale, including a copy of the cashier's check Dr. Lane gave him, listing the full name "Kerry Scott Lane." Fitzgerald also could have told them that Dr. Lane was a medical doctor in Florida, and the agent could find his current contact information by contacting the Florida Medical Board. [FitzgeraldAff2.]

Attorney Robert Harper

10. Attorney Robert A. Harper represented the consortium and acted as the exclusive agent for the Flash II. [LaneDocReqResp p. 12 ¶ 3.] His involvement began immediately after the auction, with a 7-3-96 letter to Sotheby's auction house on Harper's letterhead, stating he represented the owner. [LaneDocReqResp p. 5.] Harper issued a press release on his stationery [Marblehead p. 8], which Marblehead sent out a modified version of on 11-26-96 [Marblehead 8-15.] The handwritten contract dated 12-4-97 – outlining the formula for computing what each investor and lienholder would be paid if the sailboat sold at the March, 1998 Guernsey's auction – showed Harper was representing the consortium as an

agent with regard to the auction in exchange for 5% of the net proceeds.

[LaneDocReqResp pp. 31-32.]

11. Guernsey's auction house should have had Harper's name listed as a contact person – but we have not pursued that lead yet.
12. Robert Harper was also the key contact person listed in Marblehead's records regarding Flash II. Most of the invoices in Marblehead's file for the Flash II are addressed to Robert Harper at his Tallahassee law office address. [Marblehead pp. 6, 27, 29, 39, 41, 54, 60, 62, 80, 82, 96, 98, 116, 118, 123, 126, 137.] Marblehead's file also contained the press release written by Harper, a shorter version of which was sent out by Marblehead to news outlets on 11-27-96. [Marblehead pp. 8-9.]
13. Robert Harper knew Dr. Kerry Lane was the primary investor in the Flash II. Harper met Dr. Kerry Lane, as well as claimant Harry Crosby, at the March 1998 Guernsey's auction in New York City. Had the government contacted Harper, he would have provided contact information, or at least would have told them Dr. Lane was a medical doctor in Florida. From there, the government could have gotten Lane's current contact information from the Florida Board of Medicine. [HarperAff ¶ 3.]
14. No government agent asked Harper for information about the owners of Flash II [Usanswrogs ¶ 1; HarperAff ¶ 3] – despite the fact that Harper was engaged in discussions with the Boston U.S. Attorney's Office in connection with the criminal investigation of Ole Anderson. [HarperAff ¶ 2.]

Marblehead Trading Company/ Ralph Anderson

15. When the government seized the Flash II from Marblehead Trading Company, agents

interviewed the owner of the company, Ralph Anderson, but apparently never questioned any other Marblehead employees. [USDocReqResp pp. 4-5.]

16. During the interview with Ralph Anderson (the owner), the agents never asked Ralph Anderson for the identities of owners of the sailboat, and failed to request the documents from Marblehead's file. [Usanswrogs ¶ 2.]
17. Had the government subpoenaed Marblehead's file immediately after the seizure, rather than last month in response to this motion on remand, it would have seen immediately that attorney Robert Harper was listed as the contact person for the Flash II on most of Marblehead's invoices. See paragraph 12 above.
18. Whatever assumptions the agent may have made from Ralph Anderson's statement that Ole Anderson was the person he always dealt with in regard to the Flash II, that does not establish ownership. Since Ole Anderson was responsible for management of the Flash II under the contracts with the consortium members [LaneDocReqResp p. 10 ¶ 4 & p. 13 ¶ 4.] – he naturally would be the person dealing with the boat yard on a day to day basis.
19. Dr. Lane does not recall making any phone call to Marblehead that resembled the one described in the declaration Ralph Anderson recently gave the government. Dr. Lane has spoken to Marblehead employees on occasion, although he is not certain he ever spoke to Ralph Anderson, the owner of the company. When Dr. Lane called Marblehead he generally spoke to a woman. When Dr. Lane saw the name "Ralph Anderson" in court pleadings, he did not recognize that name, and thought it was some relative of Ole Anderson's. Dr. Lane also knew a Marblehead employee named Marshall Chapman was primarily responsible for doing the renovation work on the sailboat, and believes he may

have spoken to Chapman. [LaneAff3 ¶¶ 1-3.] One of Dr. Lane's cancelled checks paid to Ole Anderson for refurbishing Flash II was endorsed over to Marshall Chapman.

[LaneDocReqResp p. 24 (second check down).]

20. Dr. Lane has no recollection of calling Marblehead close to the time of the seizure, and certainly did not obtain Marblehead's attorney's name and number then. He did call Marblehead on approximately June 30, 2005, and they gave him the name and phone number of Marblehead's lawyer, Kenneth Lindauer. That same day Dr. Lane called Lindauer, and on July 1, 2005, Lindauer faxed him copies of court documents. [LaneAff3 ¶¶ 1-3; LaneDocReqResp pp. 33-35.] These documents revealed the court and case number (but not the proper case name), and AUSA Shelby Wright's contact information – for the first time informing Dr. Lane of the essential information he needed to take action in the pending forfeiture case.
21. Harry E. Crosby – another member of the consortium, who filed a claim in this forfeiture case and settled with the government for 30% of the proceeds of sale of the Flash II – knew that Dr. Kerry Lane was the doctor/investor described by the CI in the complaint. [Gov. Ex. 3 - CrosbyAff.¹ ¶ 4.] Crosby even met Dr. Lane at the Guernsey's auction in 1998. [Gov. Ex. 3 - CrosbyAff. ¶ 5.] However, the government did not ask him about other owners of the sailboat, and apparently² he did not volunteer that information or give

¹ The Crosby declaration was obtained by the government and submitted with its latest motion. Dr. Lane takes issue with some of the representations Crosby made in his declaration, but perhaps those issues are not ripe for litigation yet, as this Court apparently ruled in quashing Dr. Lane's subpoena duces tecum to Crosby.

² It is not clear from the government's answers to interrogatories whether they asked Crosby about the identity of the doctor-investor after October 18, 2005 because the government

the government documents with Dr. Lane's name on them. [Usanswrogs ¶ 3.]

22. Dr. Lane is licensed by the boards of medicine of both Florida and Massachusetts. The Boards of Medicine would always have his current address and phone, because regulations require it. The Florida Board of Medicine website has a search function that allows one to search the entire database of all medical professionals licensed in the state, by first and last name. See <http://ww2.doh.state.fl.us/IRM00profiling/searchform.asp>. Dr. Lane is the only "Kerry Lane" in the database.
23. As a practicing physician, Dr. Lane was required to obtain a DEA certificate in order to prescribe controlled substances. Dr. Lane has always kept his DEA certificate current. The DEA's own database of doctors holding such certificates would have contained Dr. Lane's contact information. [LaneAff3 ¶ 5.]
24. Dr. Lane has lived in Florida for 26 years, but, coincidentally, was living in Fall River, Massachusetts, (where he had just gotten a job for St. Anne's Hospital), at the time the Flash II was seized. He has returned to Florida and is practicing medicine there now. The people associated with Flash II knew he was a Florida doctor. [LaneAff3 ¶.]

Dr. Lane's knowledge of the seizure, etc.

25. Dr. Lane has always acknowledged that he learned of the seizure of the sailboat in mid-October 2004, in a phone call from Ole Anderson. [LaneAff1 ¶ 12, LaneAff2 ¶ 1.]
- However, the First Circuit held that knowledge of the seizure does not substitute for

objected and narrowed its answers to the interrogatories to avoid divulging information learned after that date.

notice of the forfeiture proceedings once filed.³

26. Dr. Lane did not know about the forfeiture laws, and did not appreciate the significance of Ole Anderson's statement that the sailboat had been seized. [LaneAff2 ¶ 1.]
27. Recently, in its interrogatories, the government asked Dr. Lane when he first became aware of the *possibility* of forfeiture. As he stated in his answers to interrogatories, when Dr. Lane visited in New Jersey with his friend, a law enforcement officer, on Saturday, June 25, 2005, his friend told him the seizure of the sailboat by law enforcement could lead to the loss of his property if forfeiture proceedings were filed.

During the week of June 19-26, 2005, I spent the week in Philadelphia and New Jersey. While there, on Saturday June 25, 2005, I met with my oldest childhood friend, Inspector Richard Heathwood of the New York State Police who has been with the Joint DEA, New York State Police and NYPD drug task force since about 1985. I told him that Flash II had been seized. He urged me to act immediately, warning me that the boat might be sold if I did not act quickly. I was not familiar with the forfeiture process before that.

[LaneAnswRogs ¶ 6.] This spurred Dr. Lane into action.

28. During the week of June 27 - July 1, 2005, Dr. Lane learned for the first time of the pending forfeiture proceedings. First he read a newspaper article stating the government intended to forfeit the sailboat and sell it at auction. Then he immediately began making phone calls to track down the court case and take action. [LaneAff2 ¶ 3.]
29. Dr. Lane has recently pinpointed the newspaper article and the date he first read it.⁴ His

³ *U.S. v. One Sloop Sailboat... Flash II*, 458 F.3d 16, 22 (1st Cir. 2006), citing *Gonzalez-Gonzalez v. U.S.*, 257 F.3d 31, 36 (1st Cir. 2001).

⁴ He previously tried to locate the article on his hard drive but was unsuccessful because he was looking in the wrong directory. In his recent searches of his hard drive he discovered he

computer hard drive shows that on June 27, 2005, he saved a copy of the October 13, 2004 Boston Globe article written by Shelley Murphy. That same evening he obviously conducted an internet search and saved other web pages to this directory. The “last modified” date of the files in this directory shows the earliest file saved was the Boston Globe article, saved 6-27-05 at 9:10 p.m. [LaneHardDrive p. 1.]

30. The Boston Globe article does not mention *pending* forfeiture proceedings – because there were no forfeiture proceedings pending then. This case was filed in February 2005. However the October 2004 article states that the government *intended* to file forfeiture proceedings. [USDocReqResp p. 101.] By then, Dr. Lane knew what “forfeiture” meant.
31. After reading the articles on Monday night, June 27, Dr. Lane began making phone calls to follow up. He called Marblehead and then Marblehead’s attorney on June 30, and Marblehead’s lawyer faxed him some court documents on July 1, 2005 – showing a pending notice of default. That was the first time he ever saw any court documents in the case. [LaneAff2 ¶ 3; LaneDocReqResp pp. 33-35.]

Dr. Lane’s phone call to the U.S. Attorney’s Office

32. In the week of June 27-July 1, Dr. Lane made a series of phone calls:

On Monday June 27⁵ I called Marblehead and they referred me to their lawyer, Kenneth Lindauer, who faxed me the notice of default in the forfeiture case on July 1, 2005. I also called Thomas Kerner, then several lawyers, then Lisa Talbott at the U.S. Attorney’s Office on Friday July 1, 2005. I told Lisa Talbot that I was the

had several directories on his hard drive containing files pertaining to this case. [LaneAff3 ¶ 9.]

⁵ Dr. Lane has now determined that his call to Marblehead was later in the week – probably Thursday June 30th, for he spoke to Marblehead’s attorney Kenneth Lindauer on the 30th. [LaneAff3 ¶ 3; LaneDocReqResp p. 33.]

doctor mentioned in the complaint who was the primary investor in the sailboat, she told me that she was a paralegal and couldn't give me any legal advice and that I would have to hire a lawyer.

[LaneAnswRogs ¶ 6.]

33. The government admits that paralegal Lisa Talbot took the phone call from Dr. Lane, and that she told AUSA Kristina Barclay about the call.

Paralegal Lisa Talbot had a telephone conversation with someone purporting to be Dr. Kerry Lane in or around June 2005. A memorandum regarding Ms. Talbot's memory of that conversation is produced herewith and incorporated herein by reference. Also produced herewith is a memorandum regarding AUSA Kristina Barclay's memory of a conversation that she had with Ms. Talbot regarding that phone call, which had to have occurred before AUSA Barclay went on maternity leave on July 1, 2005.

[Usanswrogs ¶ 20.] The memoranda Talbot and Barclay wrote about their recollection of the July 1, 2005 conversation with Dr. Lane were written in late October 2006 (almost 14 months after the conversation). [USDocReqResp pp. 153-54.] Dr. Lane disputes many of the claims made by Lisa Talbot. See Lane's Response to Statement of Facts ¶¶ 93-104.

34. At this point the government knew or should have known that Dr. Lane was the doctor/investor described by the CW in the complaint [Complaint p. 12 ¶ 16], and by Ole Anderson in the Boston Globe article. [USDocReqResp p. 101.] Willoughby noted Ole's comment about the doctor in the Boston Globe article in his police report dated 10-14-04. [USDocReqResp p. 5.]

35. Ms. Talbot discussed Dr. Lane's call with AUSA Kristina Barclay, on or before July 1, 2005. [USDocReqResp p. 153.] Ms. Barclay advised Talbot to tell AUSA Shelby Wright. Id. There is no evidence that they informed Judge Zobel of that fact.

36. At that time the government's motion for judgment was pending. [Docket # 14, 6-20-05.] Neither the motion for judgment [Docket #14, 6-20-05] nor the government's affidavit supporting entry of default [Docket # 12, 5-4-05] mentioned the fact that a party believed to own an interest in the property had not been served process.

The government's theory of forfeiture is fatally defective

37. The government's theory of forfeiture is that drug proceeds were invested in the Flash II.

According to the information set forth below, I have probable cause to believe that the Sailboat, which is currently owned, in whole or in part, by Gregory Olaf Anderson, constitutes property derived from proceeds Anderson obtained, directly or indirectly, as the result of narcotics distribution, in violation of the provisions of Title 21 of the United States Code (the "Controlled Substances Act") and, therefore, that it is subject to seizure and forfeiture pursuant to 21 U.S.C. § 853(a) and (f) and/or 21 U.S.C. § 881(a) (6) and (d), as property obtained, directly or indirectly, as a result of such violations.

Search Warrant Affidavit ¶ 8 (hereinafter "SWAffidavit") [USDocReqResp pp. 16-17.]

38. There is no evidence in the record that Gregory Olaf Anderson ever invested any money of his own in the sailboat. Both Dr. Lane and Chuck Fitzgerald stated that to their knowledge Anderson never invested any of his own money in the sailboat.

[FitzgeraldAff1 ¶ 4; LaneAff2 ¶ 8.] The CW told the government the same thing.

[USDocReqResp p. 40.] ("The CS stated that ANDERSON invested his time and effort in restoring the boat.")

39. The government's theory is that the drug proceeds were supplied by the government's confidential informant. "The CS stated that the money 'it' invested was proceeds from "its" marijuana sales..." [USDocReqResp p. 33.] The DEA 6's Willoughby submitted quoted the CW as calling the money a loan rather than an investment of capital.

During their meeting, the CS asked ANDERSON about the money "it" loaned ANDERSON so that he [ANDERSON] could initially purchase the sailboat. ANDERSON told the CS that he had paid the CS back for that loan, which ANDERSON stated was between \$15,000 and \$20,000.

Report of Investigation dated 9-28-04 [USDocReqResp p. 55] (emphasis added). This conversation was recorded by the informant's wire, and the government retained a copy of it as Exhibit N-168. [USDocReqResp pp. 56-57.]

40. However, Anderson paid the informant back for his investment.

On September 27, 2004, the CW met with Anderson in Beverly, Massachusetts. During their meeting, Anderson told the CW that he had paid the CW back for the CW's cash contribution to the Sailboat. Anderson said that he paid the CW back for everything the CW had loaned him to originally purchase the Sailboat. Anderson explained that that the CW originally loaned him between \$15,000 and \$20,000 to purchase the boat and that he [Anderson} paid the CW back over the course of making two "trips" [transporting marijuana] for the CW.")

Affidavit ¶ 21 [USDocReqResp p. 26]. In report of investigation prepared 9-28-04, the CW "*remembered*" that he had paid Anderson back for the sailboat loan:

During their meeting, the CS asked ANDERSON about the money "it" loaned ANDERSON so that he [ANDERSON] could initially purchase the sailboat. ANDERSON told the CS that he had paid the CS back for that loan, which ANDERSON stated was between \$15,000 and \$20,000. ANDERSON explained that he paid back the loan by working it off over two "trips" [transporting marijuana] for the CS. ANDERSON stated that he made a total of four (4) trips [transporting marijuana] for the CS but that he had spent most all of the money he had earned while working for the CS [in the marijuana business]. As previously reported, ANDERSON transported marijuana from Arizona to Massachusetts for the CS and was paid approximately \$40,000 for each trip. The CS stated that the first trip ANDERSON made was approximately 800 - 1,000 pounds and increased to 1,200 pounds. The CS explained that the money "it" gave to ANDERSON for the sailboat was originally intended to be an investment; however, as time passed,

the CS did not expect to earn a profit on the investment and negotiated with ANDERSON to change it to a loan. The CS stated that while speaking with ANDERSON, "it" recalled allowing ANDERSON to pay the CS back (for the sailboat loan) by allowing ANDERSON to work off the loan by transporting the marijuana to Massachusetts.

Report of Investigation, 9-28-04 ¶ 4 [USDocReqResp p. 59] (emphasis added).

41. The CW also admitted giving up any remaining interest he may have had in the sailboat in exchange for Anderson's silence after Anderson was arrested for transporting marijuana for the CW:

After Anderson was arrested in December 2001, he spoke with the CW and implied that he would inform the police about the CW unless the CW paid him. The CW agreed to pay Anderson [for his silence] and detailed that "it" paid Anderson the \$40,000 United States currency for Anderson's transportation fee, an additional \$50,000 cash for Anderson's silence and Anderson's defense attorney's fee, which was approximately \$20,000. The CW also gave up the right to "its" twenty percent share of the profit from Anderson's sale of President Kennedy's Sailboat...

Affidavit in support of Seizure Warrant ¶ 18 [USDocReqResp p. 24.]

Respectfully submitted,
Kerry Scott Lane, MD,

By his attorneys,

/s/ Brenda Grantland
Brenda Grantland, Esq.
Law Office of Brenda Grantland
20 Sunnyside Suite A-204
Mill Valley, CA 94941
(415) 380-9108
Pro hac vice

/s/ Eric B. Goldberg
Jeffrey P. Allen (BBO# 015500)

Eric B. Goldberg (BBO# 564398)
Seegel Lipshutz & Wilchins, P.C.
Wellesley Office Park
20 William Street, Suite 130
Wellesley, MA 02481
(781) 237-4400

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ONE STAR CLASS SLOOP SAILBOAT
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KERRY SCOTT LANE, M.D.

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**CLAIMANT KERRY SCOTT LANE’S
MEMORANDUM OF LAW**

The government downplays the due process issues involved in the appeal and this remand. The question is not simply “whether Kerry Scott Lane is entitled to relief from the default judgment” – as the government claims. Gov. Memo. p. 1. The First Circuit identified two questions to be answered on remand: (1) whether the government violated due process by obtaining a default judgment without making reasonable attempts to locate the owners of the sailboat “Flash II” and serve them with notice of the forfeiture proceedings; and (2) whether Dr. Lane had actual notice of the pending forfeiture proceedings prior to entry of default. In his appeal, Dr. Lane also raised an issue which the Court of Appeals did not reach – whether the government denied Dr. Lane an opportunity to be heard by its conduct after he came forward and identified himself. The facts show these issues must be resolved in favor of Dr. Lane.

COUNTERSTATEMENT OF FACTS

The government made several misrepresentations of fact in its Memorandum. The government's claim that Dr. Lane's "credentialing process... was not completed until May 21, 2005"¹ is false. Dr. Lane's affidavits have always made it clear he was undergoing the credentialing process at his new job at St. Anne's Hospital in Fall River, Massachusetts. He never claimed it related to the renewal of his Massachusetts medical license – which happens automatically upon the payment of dues, with no credentialing process. See Lane's Response to Statement of Facts ¶ 38 (hereinafter "Resp. to Gov. Facts").

The government's claim on pages 6 and 14 that Ralph Anderson, owner of Marblehead Trading Company, had a conversation with Dr. Lane shortly after the seizure of the sailboat in which various statements were allegedly made is unsupported. Ralph Anderson's declaration shows the call was from an anonymous caller who did not give his name. Dr. Lane denies having had such a conversation with Anderson. See Resp. to Gov. Facts ¶¶ 71-74.

On pages 8-9 of its Memorandum the government claims the Marblehead lead would not have led to Dr. Lane because Ralph Anderson, Marblehead's owner, "had no knowledge of Kerry Lane" and "had only dealt with Anderson" and that none of the documents in Marblehead's file gave any indication that Dr. Lane had any relationship with Flash II. The government apparently interviewed only the owner of the company – not the employees who would routinely deal with customers. Marblehead's file shows the contact person on all the invoices for repairs was not Ole Anderson, but attorney Thomas Kerner. Thomas Kerner knew that Dr. Lane was the primary

¹ See Gov. Memo. at 6 & 12; Gov. Facts at ¶ 38.

investor, and could have given the government Lane's contact information. See Lane's Statement of Facts ¶¶ 10-14 (hereinafter cited as "Lane Facts").

ARGUMENT

I. Dr. Lane did not have actual notice of the pending forfeiture proceedings until the last week of June, 2005 – after entry of default

The first question on remand is whether Dr. Lane had "notice in fact of the forfeiture action" prior to entry of default. *United States v. One Star Class Sloop Sailboat... Named "Flash II"*, 458 F.3d 16, 25 (1st Cir. 2006). The court of appeals held:

a claimant's knowledge of a seizure, without more, is insufficient to defeat a challenge premised on an absence of actual notice. In such situations, due process entails "advance notice-in-fact of forfeiture proceedings, as opposed to notice-in-fact of seizure." *Gonzalez-Gonzalez*, 257 F.3d at 38. And although Lane was aware of the seizure as early as October of 2004, there is no evidence in the thin record presently before us that suggests he knew of the judicial forfeiture action until after the entry of default.

458 F.3d at 22-23.

Dr. Lane has demonstrated that he did not have actual notice-in-fact of the pending forfeiture proceedings until June 30 or July 1, 2005 – after the entry of default (which occurred on June 3, 2005). Although he learned in mid-October 2004 that the sailboat had been seized, he did not understand the possible forfeiture consequences of that seizure until Saturday, June 25, 2006, when his childhood friend, a New York police officer, explained the forfeiture process to him. [Lane's Answer to Interrogatory 6.] Upon returning home from work the following Monday June 27, Dr. Lane found the October 13, 2004 Boston Globe article on line and saved it to his hard drive. [LaneHardDrive p. 1]. The Boston Globe article was published before forfeiture proceedings were even filed, so that article could not give him actual notice-in-fact of pending

forfeiture proceedings. But the article stated that the government intended to file forfeiture proceedings and if successful would auction the sailboat. [USDocReqResp pp. 101-02.]

Between Tuesday June 28 and Friday July 1, Dr. Lane made phone calls trying to determine if forfeiture proceedings were pending. He called Marblehead and got the name and number of its lawyer. On June 30, Dr. Lane spoke to Marblehead's lawyer Kenneth Lindauer and on July 1, 2005, Lindauer faxed him two pages of documents from the case showing the court, case number (but an incorrect case name), and contact information for opposing counsel. [LaneAff2 p. 3; LaneDocReqResp pp. 33-35]. That fax for the first time gave Dr. Lane the essential information about the pending forfeiture case that he needed to take action. See Lane Facts ¶¶ 20, 25-31.

On July 1, Dr. Lane called the U.S. Attorney's Office and spoke to paralegal Lisa Talbott. Although Ms. Talbot claims this phone call occurred in late June, Dr. Lane did not have the case number, court or contact information for the U.S. Attorney's Office until July 1, so this had to have occurred on or after July 1. The government's response to claimant's documents requests showed Lisa Talbot spoke to her supervisor AUSA Kristina Barclay, about Dr. Lane's call on or before July 1. [USDocReqResp p. 153.] This pinpoints July 1, 2005 as the date of Dr. Lane's phone call to the U.S. Attorney's Office.

The government has not submitted any evidence disproving Dr. Lane's claim that he did not have actual notice-in-fact of the pending forfeiture proceedings until July 1, 2005. Instead they merely point to minor inconsistencies in Dr. Lane's affidavits and discovery responses regarding the order of events and their exact dates. It is human nature that, as memories fade, minor inaccuracies in minute details may be mistakenly made. Indeed, AUSA Barclay and paralegal Lisa Talbot did not know the exact date of Dr. Lane's phone call. [USDocReqResp pp.

153-54.] In the few days Dr. Lane had to move to vacate the default judgment, he did not have the luxury of time to gather documents to reconstruct the exact dates of each event. He has since been able to reconstruct the time line after finding Lindauer's fax and the directory on his computer where he saved the October 13, 2004 Boston Globe article.

The government presented no evidence that Dr. Lane had actual notice in fact of the forfeiture proceedings prior to the entry of default. Rather, it argued that "Dr. Lane is responsible for his failure to answer in time," US Memo. pp. 13-14, citing a phone call it alleged Dr. Lane made to Marblehead's owner Ralph Anderson "within a month of the seizure of the sailboat." US Memo. pp. 6-7, 13-14. The government claims in its Memorandum, p. 6, that "shortly after the Sailboat was seized, Lane called the Marblehead Trading Company and spoke to its owner, Ralph Anderson." However, the government's evidence only shows that Ralph Anderson claims in his affidavit that he received an anonymous phone call from someone representing himself to be a doctor, who claimed he owned an interest in the sailboat. The caller did not give his name or leave any identifying information. [Govt. Ex. 4 - Ralph Anderson Affidavit ¶ 12.] Dr. Lane denies having made such a call. [LaneAff3 ¶¶ 1-3.] This dispute of fact regarding the alleged phone call need not be resolved however, because it is immaterial. Even if Ralph Anderson had told Dr. Lane in October 2004 that the government intended to file forfeiture proceedings, that could not constitute notice-in-fact of the forfeiture proceedings – for the complaint was not filed until several months later.

Therefore it is uncontroverted that Dr. Lane had no actual notice in fact of the forfeiture proceedings until July 1, 2005 – after the entry of default.

II. The government failed to make reasonable efforts to locate Dr. Lane and give him notice, therefore the default judgment is void under the Due Process clause

The Court of Appeals remanded for a determination of “whether plainly indicated and easily accomplished efforts, undertaken with reasonable diligence during the relevant time frame, would have led the government directly to Lane.” 458 F.3d at 25. “The rule of thumb is that the government, in endeavoring to identify and locate potential claimants, must exercise a degree of diligence commensurate with the particular circumstances.” 458 F.3d at 23-24. The amount of diligence required depends on “the balance of interests of the government and the individual.” 458 F.3d at 24. Here, the government’s own appraisal shows the sailboat was worth between \$800,000 and \$1,000,000. [USDocReqResp pp. 124-25.] With such valuable property interests at stake, the government’s efforts to locate owners should have been substantial.

A. All leads led to Dr. Lane in three easy steps or less

If... the government has easy access to a lead that it knows (or reasonably should know) is potentially fruitful, it has some duty to elicit the available information and take reasonable action in response to it. See *Small v. United States*, 329 U.S. App. D.C. 98, 136 F.3d 1334, 1338 (D.C. Cir. 1998); cf. *Gonzalez-Gonzalez*, 257 F.3d at 38 (suggesting that the government's failure to act upon available information might result in a due process violation). The extent of the required follow-up will, of course, vary with the nature of the lead, the costs of pursuing the lead, and the idiosyncrasies of the case. If a person using the lead could easily identify and locate the potential claimant, eschewing further inquiry and relying on secondary measures (such as notice by publication) may be unreasonable, or out of step with due process, or both. See, e.g., *Small*, 136 F.3d at 1338 (finding that if the government possesses a "piece of information that a reasonable person would use to locate the claimant," it is constitutionally obliged to try "unless it would be burdensome to do so")...

458 F.3d at 24.

[W]hen the claimant's identity may be easily ascertained through minimal effort, the government cannot eschew these efforts. See, e.g., *Foehl v. United States*, 238 F.3d 474, 480 (3d Cir. 2001) (finding the government's attempt to provide notice

insufficient when it failed to check with four "obvious sources" to ascertain the claimant's address). Here, for example, the government could at least have asked Crosby, with whom it was in contact, if he knew the names of his fellow investors, or it could have made similar inquiries at Marblehead Trading (the locus from which the sloop was seized).

458 F.3d at 25.

Had the government asked Crosby, Crosby would have named the doctor/investor as Dr. Kerry Lane. Although Crosby did not know Dr. Lane's address or phone, he would have told them Dr. Lane was a Florida physician. Armed with those two leads, the DEA agent could have looked on the Florida Board of Medicine's website – where Dr. Lane is the only "Kerry Lane" listed – and would have found Dr. Lane's current contact information. Because doctors must have DEA certificates in order to prescribe controlled substances, the DEA could have found Dr. Lane's current contact information in its own database of DEA certified physicians in Florida. The Crosby lead would have led to Dr. Lane in two steps, accomplished with a phone call and a search from the DEA agent's computer.

Had the government looked in Marblehead's files for clues to trace ownership – rather than merely talk to the owner of the shipyard – it would have found that Marblehead addressed most of the invoices regarding the boat to attorney Robert Harper. [Marblehead pp. 6, 27, 29, 39, 41, 54, 60, 62, 80, 82, 96, 98, 116, 118, 123, 126, 137, 139.] Harper's phone number was on some of the documents in Marblehead's file. [Marblehead pp. 6, 8.] Had the government agents contacted Harper, he would have told them that Dr. Kerry Lane was the primary investor in the sailboat, and would have given Dr. Lane's contact information. [HarperAff ¶ 3.] Thus Marblehead's records would have led directly to Dr. Lane within 2 easy steps.

Even more alarming, however, is the fact that, during the relevant time period, the U.S. Attorney's Office was engaged in discussions with attorney Robert Harper regarding the Boston criminal investigation of Ole Anderson. [HarperAff ¶ 2.] The government states in its answers to interrogatories that

[n]o employee of the United States Attorney's Office interviewed Gregory Olaf ("Ole") Anderson, or his attorney Robert Augustus Harper, at any time between February 2004 and October 18, 2005, in which any mention was made of the Kennedy sailboat and/or ownership thereof.

[UsAnswRog ¶ 1.] This answer was skillfully phrased to disguise the fact that, during the relevant time period, *the Boston U.S. Attorneys Office was engaging in discussions with Harper in relation to the criminal investigation of Ole Anderson in the Boston area – but did not bother asking him about ownership of the sailboat.* Had the government bothered to ask Harper, he would have given them Dr. Lane's name and contact information. [HarperAff ¶ 3.] They were one easy step away from Dr. Lane!

Other leads fell directly into the government's lap yet were not followed.

When Crosby filed his claim his attorney Thomas Kerner sent a letter to AUSA Shelby Wright, enclosing a copy of an article showing Chuck Fitzgerald of Sailorman New and Used Marine Emporium in Ft. Lauderdale Florida purchased the sailboat at the 1996 auction.

[USDocReqResp pp. 103-05.] The government could have gotten Sailorman's phone number by calling 411. Had they called Sailorman, Fitzgerald would have told them Dr. Lane's name, and that he was a Florida medical doctor. Knowing that, the DEA could have looked up his address in its own database of DEA certified physicians, or on the Florida Board of Medicine's website.

Three simple steps which could be accomplished with two phone calls and an easy computer search.

The government had Guernsey's auction house appraise the Flash II in November 2004, and the appraisal mentions that Guernsey's handled the failed March, 1998 auction of Flash II. Since Attorney Robert Harper was the attorney representing the consortium in regard to the 1998 Guernsey's auction, Harper's contact information should have been in Guernsey's file, had the government asked. Had the government asked Harper, he would have provided Dr. Lane's name and contact information. Once again, had the government asked someone they were talking to already, they could have found Dr. Lane in two simple steps.

There is no doubt that "plainly indicated and easily accomplished efforts, undertaken with reasonable diligence during the relevant time frame, would have led the government directly to Lane." 458 F.3d at 25. The government clearly made no attempt to locate other owners of the sailboat, since they neglected to ask any of the people they interviewed in connection with the case. It is no excuse that the agent or AUSA assumed when Crosby came forward and filed a claim, that Crosby was the missing doctor/investor – for a simple question to Crosby "are you the doctor who invested in this sailboat" would have elicited the response "no, that doctor is Kerry Lane."

B. Dr. Lane was denied the opportunity to be heard

The record shows that Dr. Lane, through his own efforts, obtained notice-in-fact of the forfeiture proceedings on June 30- July 1, 2005, and on July 1, he called the U.S. Attorney's Office and spoke to paralegal Lisa Talbot. At that point, the clerk's entry of default had been filed, and the government's and Crosby's joint motion for a default judgment was pending.

Neither the government's motion seeking entry of default nor the motion for default judgment – nor any other government pleading – informed the court that a person believed to own an interest in the sailboat had not been served process. The missing doctor/investor identified in the complaint was simply never mentioned again in the proceedings.

The government admits that Dr. Lane called the U.S. Attorney's Office and spoke to paralegal Lisa Talbot on or about July 1, 2005, and that he identified himself as the doctor/investor named in the complaint, and gave her his contact information. The record also shows that Lisa Talbot told AUSA Kristina Barclay, head of the forfeiture division, about Dr. Lane's phone call, on or about July 1, 2005. AUSA Barclay advised Ms. Talbot to tell AUSA Shelby Wright, the Assistant handling the forfeiture case, but it is not known whether she did so. Both Talbot and Barclay wrote down their recollections of these conversations on October 23, 2006. [USDocReqResp pp. 153-54]. Ms. Talbot also prepared a declaration dated December 22, 2006 (18 months after the fact) describing the phone call. Although Dr. Lane disputes some of the claims in Talbot's October 23 memo and her declaration – which were drafted 16 months and 18 months after the fact – Ms. Talbot's own admissions show she tried to discourage Dr. Lane from contesting the litigation, suggesting his documentation would not be credible. [Gov. Ex. 6 - Talbot Aff. ¶¶ 4, 6, 9, 11.]

There is no evidence that the U.S. Attorney's Office notified the district judge that the doctor/investor described in the complaint had come forward and identified himself.

The government had an ethical duty to notify the court – particularly since the government's uncontested motion for default judgment, which had been pending since June 20 and could be decided any day, failed to make note of the claimant who had not been served.

When Dr. Lane hired a lawyer and moved to vacate the default, the government fought him aggressively – in the district court, on appeal, and now on remand. The government should have apologized for its failure to notify him and accommodated his late entry into the case.

The government's conduct violated Dr. Lane's opportunity to be heard, also guaranteed by the Due Process clause.

A fundamental requirement of due process is "the opportunity to be heard." *Grannis v. Ordean*, 234 U.S. 385, 394 (1914). It is an opportunity which must be granted at a meaningful time and in a meaningful manner. The trial court could have fully accorded this right to the petitioner only by granting his motion to set aside the decree and consider the case anew. Only that would have wiped the slate clean. Only that would have restored the petitioner to the position he would have occupied had due process of law been accorded to him in the first place. His motion should have been granted.

Armstrong v. Manzo, 380 U.S. 545, 552 (1965).

III. Dr. Lane met all the requirements of Rule 60(b)

The Court of Appeals held that, if the district court finds "finds that Lane had no notice in fact of the forfeiture action, [and] that the government's efforts to identify him were nonexistent or otherwise insufficient under the circumstances" the Court of Appeals directed this Court to determine whether "Lane has satisfied the other prerequisites for Rule 60(b) relief."

As Dr. Lane has shown in Part II-A above, the government did not make a good faith effort to determine who the other owners of the sailboat were and provide them notice. Instead of asking neutral third parties – such as the Marblehead shipyard, Guernsey's auction house, and attorney Thomas Harper – for information in their files that might lead to the identities of any other owners of the sailboat, the government relied solely on its cooperating witness, whose self-interest was served by the forfeiture of the sailboat. Even then the government failed to follow

up on the informant's lead that a doctor or dentist owned an interest in the sailboat. This lead was separately corroborated by a spontaneous statement of Ole Anderson to the Boston Globe only days after seizure of the sailboat. Agent Willoughby made note of Anderson's statement in his investigative report then did nothing to follow up. [USDocReqResp p. 62.]

Dr. Lane has shown he was denied Due Process notice and the opportunity to be heard. A judgment obtained without due process is void. *United States v. Giraldo*, 45 F.3d 509, 512 (1st Cir. 1995). It is not necessary in such situations for the claimant to show excusable neglect or any other grounds under Rule 60(b). Void judgments are a "nullity" *United States v. One Toshiba Television*, 213 F.3d 147, 157 (3rd Cir. 2000) – and must be vacated. The court has no discretion to deny a motion to vacate on this ground. *Id.* at 157-58.

IV. The government knew it lacked a factual basis for this forfeiture case

The deprivation of due process notice and the opportunity to be heard is not the only egregious misconduct in this case. The record also establishes that the government lacked a legitimate basis for forfeiture of the sailboat, and that it knew or should have known that before filing the forfeiture complaint.

The government's only forfeiture theory is that proceeds were allegedly invested in the sailboat. But its evidence shows the drug proceeds were the government informant's drug proceeds – which the CW *loaned* to Ole Anderson to invest in the sailboat (or invested and converted to a loan rather than a capital investment) – and which Anderson paid back before the boat was seized. See Lane Statement of Facts ¶¶ 37-41. The complaint admits that Ole Anderson claims he paid the CW back for his loan. [Complaint p. 18 ¶ 21.] However, it fails to state that the CW *admitted* to the DEA that the loan had been repaid – before the sailboat was

seized. [USDocReqResp pp. 24, 59] This fact – which is fatal to the government’s forfeiture case – did not come out until remand, when claimant obtained discovery of the police reports.

This fatal hole in the government’s case probably explains the government’s lack of effort to find and notify potential owners, and its aggressiveness in thwarting Dr. Lane once he came forward. The government’s case simply could not withstand the scrutiny of an adversary proceeding.

Conclusion

This case presents a shocking example of abuse of the forfeiture laws. In addition to making Dr. Lane whole for the deprivation of his rights, something should be done to ensure that such abuses do not happen again.

In every forfeiture case there should be a requirement that the government’s motion for default identify any persons believed to own an interest in the property who had not been served process. The court should scrutinize the government’s attempts to locate these claimants and give them notice – before entering default judgment.

There should also be a website database where property owners could look up their seized property, determine whether there is a pending forfeiture proceeding, and obtain the essential information needed to launch a defense – the court, case number and contact information for government counsel.

Had either of these remedies been in place, Dr. Lane would not have had to spend all of this time and money litigating the motion to vacate default judgment, the appeal, and this remand – just to file a claim as an innocent owner. The fact that the government proceeded in this case

without any factual basis only makes the lack of these safeguards more appalling – and more capable of repetition.

Respectfully submitted,
Kerry Scott Lane, MD,

By his attorneys,

/s/ Brenda Grantland
Brenda Grantland, Esq.
Law Office of Brenda Grantland
20 Sunnyside Suite A-204
Mill Valley, CA 94941
(415) 380-9108
Pro hac vice

/s/ Eric B. Goldberg
Jeffrey P. Allen (BBO# 015500)
Eric B. Goldberg (BBO# 564398)
Seegel Lipshutz & Wilchins, P.C.
Wellesley Office Park
20 William Street, Suite 130
Wellesley, MA 02481
(781) 237-4400

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

Civil Action # 05-10192 RWZ

KERRY SCOTT LANE, M.D.,

Claimant.

Index of Exhibits

To assist the Court in locating documents referred to in Claimant's memoranda, we are providing this index of the abbreviations Claimant used to cite the documents – with the "Part" numbers at which they are found in the e-filing system, and description of each document.

Part

- | | | |
|----|----------------|--|
| 3 | Index | - this Index of Exhibits |
| 4 | Complaint | - excerpts from the complaint |
| 5 | FitzgeraldAff1 | - Affidavit of Chuck Fitzgerald dated September 14, 2005 |
| 6 | FitzgeraldAff2 | - Affidavit of Chuck Fitzgerald dated January 8, 2007 |
| 7 | HarperAff | - Affidavit of attorney Robert Harper dated January 19, 2007 |
| 8 | LaneAff1 | - Lane Affidavit dated July 27, 2005 |
| 9 | LaneAff2 | - Lane Affidavit dated August 28, 2005 |
| 10 | LaneAff3 | - Lane Affidavit dated January 22, 2007 |

- 11 LaneAnswRogs - excerpts from Dr. Lane's answers to interrogatories
- 12 LaneHardDrive - a printout of the directory of Dr. Lane's computer hard drive where he had saved the October 13, 2004 Boston Globe article
- 13 LaneDocReqResp - excerpts from the documents Dr. Lane turned over to the government in response to its Request for Production of Documents
- 14 Marblehead - excerpts from Marblehead's file on the Flash II, turned over in response to the government's subpoena duces tecum in December 2006. All the documents produced were Bates stamped in the lower right corner before creating these excerpts.
- 15 USAnswRogs - excerpts from the government's answers to interrogatories
- 16 USDocReqResp - excerpts from the documents the government turned over to Dr. Lane in response to his Request for Production of Documents

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,
Plaintiff,

v.

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER 721
NAMED "FLASH II,"
Defendant.

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U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Section No.

05 CV 10192 RWZ

VERIFIED COMPLAINT FOR FORFEITURE IN REM

The United States of America, by its attorney, Michael J. Sullivan, United States Attorney for the District of Massachusetts, in a civil action of forfeiture pursuant to Title 21, United States Code, Section 881(a)(6), alleges that:

1. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 1345, 1355, and 1356. Venue is appropriate pursuant to 28 U.S.C. § 1395.

2. The in rem Defendant Property is now, and, during the pendency of this action, will be within the jurisdiction of this Court.

3. The Defendant Property consists of one Star Class Sloop Sailboat built in 1930 with hull number 721, named "Flash II" and once owned by President John F. Kennedy and Joseph P. Kennedy (the "Sailboat").

4. As detailed in the Affidavit of United States Drug Enforcement Administration Special Agent Gregg A. Willoughby, attached hereto as Exhibit A, and incorporated herein by reference, the United States has probable cause to believe that

marijuana to was Jim Anderson in Florida. According to the CW, Jim Anderson used to purchase between 20 and 100 pounds of marijuana from the CW at a time for approximately \$900 to \$1,000 per pound. On one or more occasions, Anderson actually picked up the marijuana from the CW on behalf of his brother, Jim Anderson. The CW also learned from Anderson that he [Anderson] maintained marijuana customers in New Hampshire and possibly the Virginia area. The CW reported to me that Anderson had long been involved in smuggling marijuana and that Anderson knew that the CW's primary form of income was from the sale of marijuana.

16. Around the time the CW supplied Jim Anderson with marijuana, Anderson purchased a sailboat previously owned by President John F. Kennedy. According to the CW (which the CW learned from Anderson), President Kennedy sailed that boat in races off of Hyannis, Massachusetts. Although the CW did not know how much Anderson paid for the boat, the CW stated that "it" invested approximately \$12,000 to \$15,000 in cash at Anderson's request. Another person, possibly a doctor or dentist, also invested roughly the same amount. The CW stated that the money "it" and the other investor invested covered the purchase price and materials Anderson used to repair and refurbish the Sailboat.

Anderson told the CW that he was going to refurbish the boat and sell it for a significant profit based on the Sailboat's association with President Kennedy and its historical value. The CW understood that "it" and the other investor were each to receive 20 percent of the profit. The CW stated that the money "it" invested was proceeds from "its" marijuana sales to Jim Anderson and other customers. The CW stated that Anderson brought the boat to an auction in New York a few years ago and received a bid of approximately \$800,000 for the Sailboat. Anderson turned down the offer, believing that he could sell the boat for \$1,000,000 or more. The CW stated that Anderson purchased the boat somewhere on the west coast of Florida and that he has documents authenticating that the Sailboat was once owned by President Kennedy.

17. In or around 2001, the CW lost one of "its" drivers (marijuana transporters) and hired Anderson as a replacement. At the time, the CW was purchasing as much as 3,000 pounds of marijuana from individuals known by the CW as "The Reverend", and "Cowboy" [identified as Michael Twarog] and/or from suppliers known by Mark Wojciechowski [one of whom was identified as Luis Dominguez]. Wojciechowski was a close associate of the CW's and

Sailboat on the deck of the Aircraft Carrier "*John F. Kennedy*" during the tall ships tour in Boston approximately four years ago. Also during the call, Anderson stated that he was traveling "down there" (which the CW understood from past conversations to mean Cuba) on June 1st and that he didn't think that he would be able to make it to Massachusetts until August. Anderson stated that he wanted to go to Marblehead to complete some work on the Sailboat in order to prepare it for sale. The CW and Anderson agreed to contact each other after Anderson returned [from Cuba]. The call between the CW and Anderson on May 3rd was consensually recorded.

21. On September 27, 2004, the CW met with Anderson in Beverly, Massachusetts. During their meeting, Anderson told the CW that he had paid the CW back for the CW's cash contribution to the Sailboat. Anderson said that he paid the CW back for everything the CW had loaned him to originally purchase the Sailboat. Anderson explained that the CW originally loaned him between \$15,000 and \$20,000 to purchase the boat and that he [Anderson] paid the CW back over the course of making two "trips" [transporting marijuana] for the CW. Anderson told the CW that he had made a total of four "trips" [transporting marijuana] for

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.,

Claimant.

AFFIDAVIT OF CHUCK FITZGERALD

I, Chuck Fitzgerald, do under oath depose and say as follows:

1. I am the owner of Sailorman New and Used Marine Emporium, Ft. Lauderdale, Florida.
2. I currently own a 1% interest in the sailboat "Flash II." My interest in the sailboat dates back to the purchase of the sailboat at the auction in June 1996.
3. I first heard about the pending auction of the sailboat when Ole Anderson came to me with an ad in from the Miami Herald saying the JFK Star boat was going up for auction in the Florida Panhandle. Anderson asked me if I would invest \$10,000 to buy the boat. That \$10,000 he requested later turned out to be a request for \$11,000 to bid on the boat. The original agreement was that Anderson would go to the auction and buy it for \$11,000 or less, and we

would fix it up and resell it. In return I would get three times my investment back and then half of anything beyond that. Anderson would get the other half.

4. Anderson did not invest any of his own money in the sailboat at that time. He didn't have any money. I did not go to the auction with Anderson. On his way to the auction, Anderson spent the night in an attorney's house on the West Coast of Florida - around Sarasota. Anderson was concerned that \$11,000 might not be a high enough bid to win the auction, so he contacted me and said this attorney wanted to put \$5,000 in it, so we could bid up to \$16,000. I was not too happy that my percentage would be diluted, but I went along with it to make sure we would win the bid. I do not know the name of the attorney who invested the \$5,000.

5. At the Auction the bidding went to \$18,500, plus there was another 10% buyer's premium on top of \$18,500. Anderson called me and asked me to wire the rest of the money and I did.

6. Eventually the boat came back to my business, Sailor's New and Used Marine Emporium in Ft. Lauderdale, Florida, on an expensive trailer which I had to pay for as well. I went into the boat looking for hull numbers and there were none. I knew this would make it hard for us to prove the boat was authentic. The second way to prove it was JFK's boat was to establish an unbroken trail of registrations. There was a break in the trail, so we could not show it irrefutably belonged to JFK. Ole suggested they put the hull numbers in it, and I refused. Because we didn't have irrefutable proof it belonged to JFK, I told Anderson I was going to sell it and get my money back out of it before the coals turned cold. Anderson offered to buy it from me. I asked him why he didn't buy it in the first place, and Anderson said he didn't have the money. Anderson said would put together a group of investors and buy out my interest for

\$22,500 or \$23,000. I gave him 2 weeks to do that. During that two weeks, Anderson brought Dr. Kerry Lane to Sailorman to see the boat and talk about buying my interest. I kept the documentation showing Dr. Lane was one of the investors who bought out my interest (or the majority of it). After Dr. Lane bought out my interest, I was to retain 1% interest in the sailboat, and didn't have to contribute any more to the cost and upkeep of the boat.

7. The sale of the boat at auction generated lots of publicity. UPI and AP announced that Sailorman was buying the Kennedy boat. I kept the newspaper clippings framed on my wall. One clipping, an AP Wire article entitled "Boat Buyer Gets Piece of Kennedy Past" published Sunday June 30, 1996, in *Florida News* specifically mentions "Chuck Fitzgerald, Sailorman New and Used Marine Emporium, Ft. Lauderdale" as the purchaser and uses the terms "Flash II" and "sailboat." I believe all of the articles mention Sailorman as buyer, but cannot tell because of the way the articles were framed overlapping each other. I believe if the government had run a newspaper article search for the time frame of the 1996 auction, and put in the words "Flash II" or Kennedy sailboat, they would have found these articles I have on my wall, and it would have alerted them to the fact that I was one of the original purchasers.

8. The government has never contacted me about the boat, or interviewed me. Had they contacted me I would have told them I sold most of my interest to Dr. Kerry Lane, and would have provided them with the documentation.

9. I did not get notice of the forfeiture proceedings either. Had they notified me, I would have gone to court to fight for my interest. I want to be reimbursed for my 1% interest in the boat.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 14th DAY OF

SEPTEMBER, 2005.



CHUCK FITZGERALD

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.,

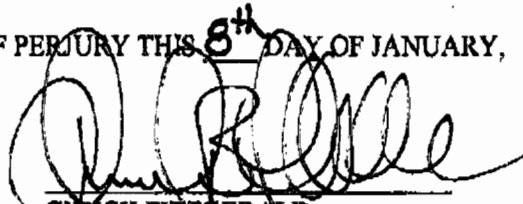
Claimant.

AFFIDAVIT OF CHUCK FITZGERALD

I, Chuck Fitzgerald, do under oath depose and say as follows:

1. The government has never contacted me to try to locate the owners of the Flash II.
2. Had the government contacted me, I could have given them a copy of the cashier's check Dr. Lane gave me, which would have shown his full name to be Kerry Scott Lane. I also could have told them that Dr. Lane was a medical doctor in Florida, and they could have called the Board of Medicine to get his contact information.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 8th DAY OF JANUARY,
2007.


CHUCK FITZGERALD

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.,

Claimant.

DECLARATION OF ROBERT AUGUSTUS HARPER, ESQ.

STATE OF FLORIDA :

COUNTY OF LEON :

I, Robert A. Harper, Esq., do under oath depose and say as follows:

1. Affiant was the attorney representing Gregory Olaf Anderson who had an ownership interest in the sailboat "Flash II" in legal matters relating to the restoration, promotion and auction of the sailboat.

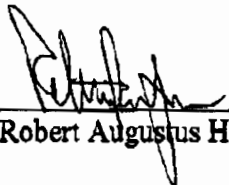
2. After the (failed) auction, Affiant was in contact with the Office of the United States Attorney regarding a criminal investigation involving Mr. Anderson in the Boston Area.


RAH

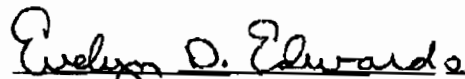
3. No one from the government contacted Affiant after the seizure of the sailboat to ask me who the other owners of the Flash II were or how to contact them. Had they asked me, I would have told them that Dr. Kerry Lane was the primary investor in the sailboat, and that he was a medical doctor licensed in Florida. I could have given them contact information for him – or they could have obtained his current contact information from the Florida Board of Medicine.

4. I personally met Dr. Lane in New York at the (failed) 1998 auction of the sailboat.

Before me, the undersigned authority, this day personally appeared ROBERT AUGUSTUS HARPER, who first being duly sworn, says that he has read the foregoing Declaration and has personal knowledge of the facts and matters therein set forth and alleged and that each and all of these facts and matters are true and correct.


Robert Augustus Harper

SWORN AND SUBSCRIBED TO before me by Robert Augustus Harper, who is personally known to me or who has produced Florida Driver's License H-616-761-46-295-0 as identification this 19th day of January, 2007.


NOTARY PUBLIC, or other person authorized to administer an oath (print, type, or stamp commissioned name of notary public)



UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.: 05 CV 10192 RWZ

UNITED STATES OF AMERICA,

Plaintiff,

v.

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER 721,
NAMED "*FLASH II*,"

Defendant.

AFFIDAVIT OF KERRY SCOTT LANE, M.D.

I, Kerry Scott Lane, M.D., do under oath depose and say as follows:

1. I reside at 750 Davol Street, Apt. 924, Fall River, Massachusetts. I make this affidavit based upon personal knowledge in support of my claim of ownership of the subject sailboat, *Flash II* (the "Sailboat").

2. In the Summer of 1996, I was introduced to Gregory "Ole Anderson" via a mutual acquaintance. At the time, Ole Anderson was seeking an investor to purchase and fund the restoration of the Sailboat. It was agreed at the outset that in exchange for my financial support, I would share in the profits of any future sale.

3. Later in the Summer of 1996, I traveled with my then girlfriend and Ole Anderson to Fort Lauderdale, Florida, to inspect the Sailboat at a marine emporium known as "Sailorman." Attached as Exhibit 1 is a true and accurate copy of a photograph of me (right) standing with Ole

Anderson (left) in front of the Sailboat in a storage garage at Sailorman. A Sailorman sign can be seen in the lower right corner of the photograph.

4. On or about July 12, 1996, I provided a cashier's check in the amount of \$5,000.00 as a deposit for the purchase of the Sailboat. Attached as Exhibit 2 is a true copy of a Sailorman invoice dated July 12, 1996, confirming Sailorman's receipt of my \$5000.00 payment. I subsequently provided a cashier's check in the amount of \$20,000.00 toward the purchase of the Sailboat. I am informed by the East Atlantic Office of Sun Bank, Delray Beach, Florida, that the Bank does not retain copies of checks for longer than seven years. However, attached hereto as Exhibit 3 is a true copy of a handwritten agreement dated July 12, 1996, signed by Chuck Fitzgerald, owner of Sailorman, memorializing Mr. Fitzgerald's agreement to sell his interest in the Sailboat to Ole Anderson and other investors, including myself, for the sum of \$22,000.00. It is my recollection at this time that my \$20,000.00 check was used at least in part to satisfy the agreement with Mr. Fitzgerald.

5. Several days later, Ole Anderson arranged for the delivery of the Sailboat to my home at 621 Andrews Avenue, Delray Beach, Florida, where it was stored for the next several months before it was delivered for winter storage to the Marblehead Trading Company, in Marblehead, Massachusetts. Attached as Exhibit 4 is a true and accurate copy of a photograph of myself standing next to the Sailboat in my garage after delivery from Sailorman.

6. Throughout 1997, substantial work was done to restore the Sailboat while it was kept in Marblehead.

7. I invested approximately \$50,000.00 toward restoration, shipping, promotions and lodging in connection with my and Ole Anderson's efforts to refurbish the Sailboat and prepare it for sale. I am diligently searching for canceled checks relating to these payments.

8. In the Summer of 1997, the Sailboat was displayed at the Museum of Yachting in Newport, Rhode Island. Attached as Exhibit 5 is an August 1997 Associated Press article appearing in *SouthCoast Today* reporting that the Sailboat would be on display at the Museum.

9. In the Fall of 1999, the Sailboat was taken to the 45th Street Armory in Manhattan where it was to be auctioned. I paid for transportation fees and housing expenses for Ole Anderson and others. The Sailboat failed to meet the minimum reserve, however.

10. After the failed auction in 1999, the Sailboat was returned to my garage in Delray Beach, Florida. In 2000, the Sailboat was shipped to Boston to be exhibited on the aircraft carrier, U.S.S. John F. Kennedy. It was then shipped to Marblehead for storage.

11. In December 2001, Ole Anderson telephoned me, and requested that we meet for lunch. During their meeting, Ole Anderson informed me that he was to be incarcerated for drug trafficking. I had absolutely no knowledge of Ole Anderson's criminal activities. Ole Anderson assured me at that time that the Sailboat would remain safely stored in Marblehead.

12. In October 2004, Ole Anderson telephoned me, and informed me that the Sailboat had been seized from the Marblehead storage facility by the Drug Enforcement Agency.

13. Although Ole Anderson offered to identify me as the owner of the Sailboat, I requested that he not do so at the time because I was about to start a new position at a Massachusetts hospital, and I was still in the credentialing process. I was afraid that my

professional reputation would be damaged by publicity of my unwitting association with a convicted drug trafficker, and I could not risk losing the employment opportunity.

14. I recently discovered that in February and March of 2005, unbeknownst to me at the time, the Boston Herald published a Notice of Libel commanding all with interest in the Sailboat to state their claim. Ole Anderson never informed me that the United States had commenced this action, or that I faced losing my interest in the Sailboat.

15. The drug activities giving rise to the boat's seizure and this forfeiture action occurred – by Agent Willoughby's own admission – some time between 2001 and 2004, five to eight years *after* I provided Ole Anderson with the funds needed to buy and restore the Sailboat.

16. In late June 2005, I learned for the first time through a newspaper article that the Sailboat was to be auctioned. I retained an attorney in early July, and I instructed counsel to move as quickly as possible to restore my lawful interest in the Sailboat.

17. I would have come forward and timely complied with the filing requirements to assert my lawful interest in the Sailboat had I known of the filing of this action.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 27th DAY OF JULY, 2005

Kerry Scott Lane M.D.
Kerry Scott Lane, M.D.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.,

Claimant.

SUPPLEMENTAL AFFIDAVIT OF CLAIMANT KERRY SCOTT LANE, M.D.

I, Kerry Scott Lane, M.D., do under oath depose and say as follows:

1. The court has apparently misunderstood my previous affidavit, so I will explain in greater detail. When Ole Anderson called me some time between October 13th and 15th, 2004 and told me that the sailboat had been seized by the DEA, I did not understand the significance of that statement. I did not know about the asset forfeiture laws, and it did not occur to me that this seizure could affect my ownership interest in the boat. The phone call came in at 7:00 a.m., rousing me from sleep. I was too groggy and startled by his call to ask Ole the significance of the seizure. During that call Ole did not say anything about forfeiture. He was very upset. He kept saying he had been "set up." He said he was going talk to the newspaper, or had gone to the newspaper about it, and I told him I don't want my name in the press. Basically my attitude was

"I don't want to get involved in your problems." I did not want his problems to become my problems. It did not occur to me that his legal problems could affect my ownership interest in the sailboat. I told him not to tell the police about me because I did not want the police coming to my new job asking questions while I was trying to get through the credentialing process. I also did not want the newspaper publicity connecting my name to a drug dealer. I had no intention of relinquishing my interest in the sailboat. Had I known that my statement to Ole that I did not want him giving my name to the police would be interpreted as my unwillingness to defend my own property I certainly would have told him to give the police my name. I told Ole to keep me posted on any new developments. In the nine years we have been business partners in the ownership of this sailboat, I had relied on Ole to consult me about any matters that needed our attention. I expected him to continue to do so.

2. Later that day I started wondering what he was talking about, regarding the boat being seized. I was never able to reach Ole again, and he has never called me back. I called the Kennedy Library – where the sailboat was supposed to be shipped to be put on display – and asked them if the boat was still scheduled to arrive there. I was told that it was. Over the following months I made several other phone calls to the Kennedy Library to see if it had arrived, but was unable to get any other information.

3. In the meantime, I immediately began searching on the internet for any information about what was going on. I set up a Google alert that automatically sent me updates of any website posting containing the words "John F. Kennedy Flash II." I read through hundreds of these search results and found no references to the whereabouts of the boat. I also watched the news and read newspapers looking for any news about the boat. Months passed with no word.

The first I ever heard of a forfeiture case against the boat was an article from my Google alert in late June 2005. It said that forfeiture procedures had taken place and the boat would be auctioned in December 2005. I immediately started looking for a lawyer and raising money for legal fees. On June 30 I contacted Marblehead, and their lawyer faxed me the Notice of Default on July 1, 2005. That was the first time I ever saw any documents relating to the forfeiture case. I couldn't find a lawyer experienced in forfeiture law, but I was running out of time and hired Mr. Goldberg. We were in a rush to get something on file, and did the best we could.

4. If I had been served with process in the forfeiture case I would have hired an attorney and litigated the case immediately.

5. The government knew I was a co-owner of the boat, but apparently made no attempt to find me and serve me with the complaint. The employees at Marblehead Trading Company, where the boat was stored when it was seized, knew I was the co-owner. The sailboat was shipped back and forth between my home in Florida and Marblehead several times. I'm certain that Marblehead had my name and address on past receipts and other correspondence. Since the boat was at Marblehead when it was seized, the government should have asked them about me.

6. I do not oppose the sale of the sailboat at the auction in December, so long as sufficient proceeds are reserved in escrow to cover my share of the proceeds.

7. I did not know or have any reason to believe that Ole Anderson was involved in selling drugs. He never appeared to have any significant amount of money. He was always relying on me to finance the restoration, storage, and transportation of the boat to various places where it was exhibited.

8. Anderson's contribution to the ownership and maintenance of the boat appeared to be

mostly sweat equity in managing the boat – setting up places where it was to be exhibited, arranging restoration and repairs, transportation, paying the bills (after collecting money from me to pay them) – plus his finders fee interest, obtained by his having found this historic artifact in the first place. I am not sure he ever put any of his own money into the boat that was not reimbursed by other investors. For example, the \$5,000 Anderson paid Sailorman on July 26, 1996 when he and I were buying out Sailorman's interest, was, to the best of my recollection, money he obtained from my girlfriend Anne Kleinrichert. She is also currently the owner of an interest in the sailboat, who apparently was not given notice. Her name appears in some newspaper articles about the boat.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 28th DAY OF AUGUST, 2005.

Kerry Scott Lane MD
KERRY SCOTT LANE, M.D.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.,

Claimant.

THIRD AFFIDAVIT OF CLAIMANT KERRY SCOTT LANE, M.D.

I, Kerry Scott Lane, M.D., do under oath depose and say as follows:

1. I did not make a phone call to Ralph Anderson at or near the time of the seizure of the sailboat that resembled the one described in Ralph Anderson declaration. I have spoken to Marblehead employees on occasion, although I am not certain I ever spoke to Ralph Anderson, or anyone I knew to be the owner of the company. When I saw the name "Ralph Anderson" in court pleadings, I did not recognize the name, and thought it was some relative of Ole Anderson's.
2. When I called Marblehead I generally spoke to a woman. I also knew a Marblehead employee named Marshall Chapman was primarily responsible for doing the renovation work on the sailboat, and believe I may have spoken to Chapman on one or more

occasions. One of my cancelled checks paid to Ole Anderson for refurbishing Flash II was endorsed over to Marshall Chapman. [LaneDocReqResp 24 (second check down).]

3. I have no recollection of calling Marblehead close to the time of the seizure, and certainly did not obtain Marblehead's attorney's name and number then. I obtained the name of Marblehead's attorney, Kenneth Lindauer, when I called Marblehead on approximately June 30, 2005. I called Lindauer that same day, and on July 1, 2005, Lindauer faxed me copies of court documents. These documents revealed the court and case number (but not the proper case name), and AUSA Shelby Wright's contact information – for the first time informing me of the essential information I needed to locate the pending forfeiture case. I immediately called the U.S. Attorney's Office and spoke to the paralegal, Lisa Talbot.
4. I met three or four people who accompanied Ole Anderson to the 1998 auction, but I wasn't sure whether one of them was Crosby until Crosby confirmed it in his declaration. I did remember meeting attorney Robert Harper there. I already knew Harper because I had talked to him on the phone.
5. As a licensed physician, I am required to have a valid DEA certificate in order to prescribe controlled substances. I have always kept my DEA certificate current. In order to keep my DEA certificate current, I had to provide my contact information to the DEA. The DEA could have looked up my contact information at any time in its own database.
6. On July 1, 2005, I called the U.S. Attorney's Office and spoke to Lisa Talbot. She tried to discourage me from contesting the case, stating it would be hard for me to prevail. She told me I would have to hire an attorney to get relief. I was outraged that the government

wouldn't simply accept my representations and negotiate with me in good faith regarding my innocent ownership claim – without requiring me to hire an attorney first. If anyone said I would likely get nothing in return it was Ms. Talbot. I had no reason to believe my chances of prevailing were slim, because I was innocent and had documentation of my interest.

7. Although I may have asked Ms. Talbot if they were planning on selling the sailboat to the Smithsonian, I did not agree to give up my interest if it were to go to the Smithsonian. The members of the consortium had always been hoping a major museum would acquire the sailboat and put it on public display – but I still expected to get paid for my interest. There was no reason I would have bothered calling the U.S. Attorney's Office if my intent was to give the sailboat away.
8. For most of my medical career I have lived in Florida (26 years), but I lived for about a year in Fall River, Massachusetts, where I practiced medicine at St. Anne's Hospital. I had just gotten the job at St. Anne's when the Flash II was seized. I have since returned to Florida. The people associated with Flash II all knew me ^{as} a Florida doctor.
9. At the time of the seizure, I was going through the credentialing process at St. Anne's Hospital – which lasted from October through early December 2004. Once that process was over there would not have been any reason for me to avoid having my name in the press regarding the seizure of this sailboat. The renewal of my Massachusetts medical license – which occurs ^{two} every year by the payment of dues, without any credentialing process – had nothing to do with the credentialing process at my new job. I never said my reluctance to be publicly associated with Ole Anderson was based on my renewal of my

Massachusetts medical license. Even during the credentialing process, I had told Ole to keep me apprised of further developments, and expected to hear from him if anything else occurred in relation to the sailboat.

10. I set up a Google alert thinking it would keep me apprised of new developments. I'm not sure exactly when I set that up. If I set it up after the Boston Globe article came out, that article would not turn up on the *Google alert*, since Google alerts send out news articles as they are published (although a couple of times I have seen an old article get republished for some unknown reason). A *Google search* on the other hand brings up articles published in the past. I now think that I must have found the Boston Globe article -- which I saved to my hard drive on June 27, 2005 -- during a Google search I conducted on June 27 -- two days after I met with my friend the New York police officer, who explained the forfeiture process to me. LaneHardDrive is a printout of the files in the directory of my hard drive where I found the Boston Globe article. I did not find this saved file earlier -- apparently because I was not looking in the right directory. (I see now that I have several directories on my computer that contain files relating to this case.)

SIGNED UNDER THE PENALTIES OF PERJURY THIS ^{22nd} DAY OF JANUARY, 2007.

Kerry Scott Lane
KERRY SCOTT LANE, M.D.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

Civil Action # 05-10192 RWZ

KERRY SCOTT LANE, M.D.

Claimant.

**CLAIMANT KERRY SCOTT LANE'S ANSWERS TO
THE UNITED STATES'
FIRST SET OF INTERROGATORIES**

INTERROGATORY NO. 1:

Provide the following information about yourself:

- (a) full name;*
- (b) marital status;*
- (c) if married, the identity of your spouse;*
- (d) if divorced, the date of the judgment of divorce and case number.*

ANSWER: Kerry Scott Lane MD, a single man, never married.

INTERROGATORY NO. 2:

Identify any person with knowledge of the ownership, at any time from 1996 to July 27, 2005, of the Flash II.

ANSWER: Persons with knowledge of ownership of Flash II: Ann Kleinrichert, my then girlfriend, who also invested in the Flash II; Donna Bickmeyer Hoffner, (the woman who

introduced me to Mr. Anderson); my brother Jeffrey Lane R.Ph.; my mother Peggy Welch RN; my brother Robert Haarde; my sister Lisa Scarpa; all my Colleagues at Delray Medical Center numbering in the hundreds (Drs. Colletta, Klein, Wideroff, Motta, Keusch, Buchalter, Ross, Cohen, Owitz, et al); Sailorman of Ft. Lauderdale-Chuck Fitzgerald; Attorney Robert A. Harper, who represented “the consortium” of owners in Flash II with regards to the 1998 auction; employees at Marblehead Trading Company; co-investor Eddie Crosby; my accountant Vincent Morrelli; Ann Wattlington; my lawyer Donald Dowling Esq.; my yardman Will Sasser; Jeff Teitz (legislative aide to Senator Kennedy) - to name a few. I also wrote a letter to John Kennedy Jr. in an effort to interest him in our venture.

INTERROGATORY NO. 3:

Describe every communication between you (or any agent or employee) and Gregory “Ole” Anderson (or any agent or employee of Gregory “Ole” Anderson) from October 2004 to July 27, 2005, and for each communication:

- (a) state the date of the communication;*
- (b) state whether the communication was oral or written;*
- (c) describe in detail the substance of the communication;*
- (d) identify any parties to the communication;*
- (e) identify any persons present during any part of the communication;*
- (f) identify the place(s) of the communication; and*
- (g) identify any documents concerning any part of the communication.*

ANSWER: Ole Anderson called me at 7 a.m. on either October 13th, 14th or 15th, 2004 and told me that the sailboat had been seized, but I did not understand the significance of that statement. I did not know about the asset forfeiture laws, and it did not occur to me that this seizure could affect my ownership interest in the boat. The phone call woke me up and I was too groggy and startled by his call to ask Ole the significance of the seizure. During that call Ole did not say anything about forfeiture. He was very upset. He kept saying he had been “set up” and that the

police were going to prosecute him again, which would be double jeopardy. Basically my attitude was “I don’t want to get involved in your problems.” I did not want his problems to become my problems. It did not occur to me that his legal problems could affect my ownership interest in the sailboat. He said he was going talk to the newspaper, or had gone to the newspaper about it, and I told him I don’t want my name in the press. I told him not to tell the police about me – at that time – because I did not want the police coming to my new job asking questions while I was trying to get through the credentialing process. I also did not want the newspaper publicity connecting my name to a drug dealer while my credentialing process was going on. A few weeks later, the credentialing process ended and after that it would not have bothered me if Anderson told the police about my interest in the sailboat. I told Anderson to keep me posted on any further developments, and expected him to do that. He had always been good about communicating with me about any matters affecting the boat. He may have called me back again that day or the next day, but I’m not sure. After that I never heard from him again, and could not reach him after that. There were no documents associated with this conversation. There were no other parties to the conversation.

INTERROGATORY NO. 4:

Describe in full every communication between you (or any agent or employee) and Harry Crosby (or any agent or employee of Harry Crosby from October 2004 to July 27, 2005, on any subject and for each communication:

- (a) state the date of the communication;*
- (b) state whether the communication was oral or written;*
- (c) describe in detail the substance of the communication;*
- (d) identify any parties to the communication;*
- (e) identify any persons present during any part of the communication;*
- (f) identify the place(s) of the communication; and*
- (g) identify any documents concerning any part of the communication.*

In the week of June 27 to July 1, 2005, after my friend told me that the seizure of the boat might lead to a forfeiture of my interest in the sailboat, I contacted Marblehead, Marblehead's lawyer Kenneth Lindauer, Thomas Kerner, and Lisa Talbot at the U.S. Attorney's Office. Kenneth Lindauer faxed me some court documents [Doc. Req. pp. 31-33], and consulted several attorneys in the attempt to find a Boston lawyer experienced in forfeiture defense. After failing to find an experienced forfeiture attorney, I hired Eric Goldberg, and we filed a motion to vacate the default.

INTERROGATORY NO. 6:

Describe any actions undertaken by you from October 2004 to July 27, 2005, to determine what would happen to the Flash II as a result of its seizure by DEA, and for each action:

- (a) state the date(s) on which you took such action;*
- (b) describe in detail the action taken;*
- (c) identify any persons with knowledge of each action; and*
- (d) identify any documents concerning such action.*

ANSWER: See 5 above. I set up a Google alert, but it did not turn up any articles about the seizure of the boat until late June 2005 (at the earliest).

During the week of June 19-26, 2005, I spent the week in Philadelphia and New Jersey. While there, on Saturday June 25, 2005, I met with my oldest childhood friend, Inspector Richard Heathwood of the New York State Police who has been with the Joint DEA, New York State Police and NYPD drug task force since about 1985. I told him that Flash II had been seized. He urged me to act immediately, warning me that the boat might be sold if I did not act quickly. I was not familiar with the forfeiture process before that. On Monday June 27 I called Marblehead and they referred me to their lawyer, Kenneth Lindauer, who faxed me the notice of default in the forfeiture case on July 1, 2005. I also called Thomas Kerner, then several lawyers, then Lisa Talbott at the U.S. Attorney's Office on Friday July 1, 2005. I told Lisa Talbot that I was the doctor mentioned in the

complaint who was the primary investor in the sailboat, she told me that she was a paralegal and couldn't give me any legal advice and that I would have to hire a lawyer.

INTERROGATORY NO. 7:

Explain what you thought, believed or understood would happen to the Flash II, based on the seizure referred to in paragraph 12 of your July 27, 2005 Affidavit, prior to the time that you learned in June 2005 that the Flash II would be auctioned. If that belief or understanding changed over the period described above, explain how and why it changed.

ANSWER: I thought the government might have seized the sailboat as evidence in the criminal case Ole Anderson believed they were about to file against him. At the time I did not know that innocent owners' property could be taken in a forfeiture case. I had never heard of "forfeiture" in the context of the taking of property by the government.

I expected Ole Anderson to contact me if any new developments occurred regarding the sailboat. He had always been reliable in keeping me informed about matters relevant to the Flash II. I also expected the Google alert I had set up would turn up any new developments.

INTERROGATORY NO. 8:

If you have ever been involved in any legal action, whether civil or criminal, as a plaintiff, defendant, or witness, provide for each such action:

- (a) a description of the nature of the action;*
- (b) the identity of the court where the action was, or is pending;*
- (c) the caption or title of such action; and*
- (d) the docket number of such action.*

ANSWER: I was the defendant in a Medical Malpractice Case in Palm Beach County, Florida, *Gisela Taitel v. Delray Medical Center et al.* It settled in January 2004, and the case was sealed. I was also involved in a case settled in the mid 1990s, *Brennan v. Delray Medical Center.* It also settled and the case was sealed. I don't know the docket numbers.

01/07/2007 00:19 8810919

Listing

Volume in drive C has no label.
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Directory of C:\Documents and Settings\Kerry Lane\My Documents\Kennedy Boat forfeiture

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Globe.htm
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Easy-Print Version.htm
06/27/2005 09:13 PM     23,926 Boston.com - News - Boston Globe Archives.htm
06/28/2005 04:27 AM     25,418 Boston.com - News - Local - Mass_ - Drug
agents seize John F. Kennedy former sailboat.htm
11/16/2005 11:19 PM      17,478 CrosbyOpStay.pdf
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02/19/2006 10:50 AM      63,263 Grantland mediation document.htm
09/14/2005 06:09 PM     25,565 grantland reply 9 14 2005.rtf
07/12/2005 11:44 AM      8,873 Internet Archive wayback Machine.htm
07/12/2005 11:46 AM      33,118 Internet Archive.htm
09/08/2005 09:30 PM     65,961 ISCYRA Flash II.htm
07/13/2005 07:02 AM    117,267 jfk flash 2 b.htm
07/18/2005 05:20 PM     25,600 JFK FlashII WebPage.doc
06/27/2005 09:37 PM      9,175 JFK's FLASH II HISTORY.htm
06/27/2005 09:32 PM      5,214 JFK's FLASH II HOME PAGE.htm
06/27/2005 09:47 PM      3,727 JFK's FLASH II SPECIFICATIONS.htm
09/08/2005 09:33 PM     61,990 JFKs Sailboat restored.htm
06/27/2005 09:35 PM     17,939 John F. Kennedy's FLASH II, HULL #721 A.htm
07/12/2005 11:41 AM     17,944 John F. Kennedy's FLASH II, HULL #721.htm
06/27/2005 10:16 PM     19,624 John F. Kennedy's FLASH II, HULL #721a.htm
09/14/2005 05:03 PM    8,771,082 Katri House Flash.JPG
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07/15/2005 06:47 AM     56,573 Library Gets Control of Items From Kennedy's
Presidency - New York Times.htm
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01/07/2007 00:19 8810919

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09/14/2005	04:53 PM	4,653,299	Painting Joe john Kennedy.JPG
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.

Claimant.

**CLAIMANT KERRY SCOTT LANE'S RESPONSE TO
THE UNITED STATES'
REQUEST FOR PRODUCTION OF DOCUMENTS**

REQUEST NO. 1:

Any documents that you identified and/or relied upon in response to the United States' First Set of Interrogatories, as well as any documents concerning your responses to the Interrogatories.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

REQUEST NO. 2:

Any documents concerning the assertions in your Affidavit dated July 27, 2005.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

REQUEST NO. 3:

Any documents concerning the Flash II, including without limitation:

- a. the ownership of the Flash II as of October 2004;
- b. any changes in the ownership of the Flash II between 1996 and October 2004.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

REQUEST NO. 4:

Any documents concerning any business or financial dealings between you and Gregory "Ole" Anderson.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

Respectfully submitted,

/s/ Brenda Grantland
Brenda Grantland, Esq.
Law Office of Brenda Grantland
20 Sunnyside Suite A-204
Mill Valley, CA 94941
(415) 380-9108
Pro hac vice

CERTIFICATE OF SERVICE

This is to certify that a true copy of the above document was served upon counsel for the government, by email, ^{and} fax, ~~and first class mail~~, on this date.

Dated: December 8, 2006

/s/ Brenda Grantland
BRENDA GRANTLAND

ROBERT AUGUSTUS HARPER
LAW FIRM, P.A.

State of Florida	904/224-5900	Board Certified
State of Georgia	fax 904/224-9800	Appellate Criminal Law
St. James on Park	1-800-64-LAW-Y-E-R	Criminal Law
300 West Park Avenue 32301-1414		Appellate Practice
P. O. Box 10132		Major & Complex Civil Litigation
Tallahassee, Florida 32302-2132		

• Steven Brian Whittington

03 July 1996

Via Certified Mail/Return Receipt Requested

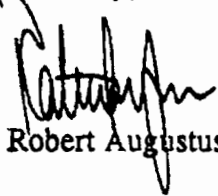
Ms. Chapin Carson
c/o Sotheby's
1334 York Avenue
New York, NY 10021

Re: *Flash III*/Star Class #721

Dear Ms. Carson:

Pursuant to our telephone conversation of 01 July 1996, you will please find some preliminary information on the sailing vessel *Flash II*, a Star Class racing yacht, formerly owned and sailed by President John F. Kennedy. My client is interested in selling the vessel through your company and has authorized these inquiries. Thank you for your attention and interest.

Sincerely,



Robert Augustus Harper

RAH/mms

Enc. (7)





SAILORMAN
 350 East State Road 84
 FORT LAUDERDALE, FLORIDA 33316
 (954) 522-6716
 FAX (954) 760-7686
 1-800-523-0773

CUSTOMER'S ORDER NO.		PHONE		DATE 7/12/96	
NAME					
ADDRESS					
CITY		STATE		ZIP	
SOLD BY	CASH	C.O.D.	CHARGE	GRACCE	WDS. RETD
PREP OUT		REMARK			
QTY	PART NO.	DESCRIPTION		PRICE	AMOUNT
		received from Kerry Scott			
		cashiers check # 1767			
		for \$500.00			
		received from Gregory C. Anderson			
		cashiers check # 1767			
		\$500.00			
No return on new items after 14 days and used items after 3 days					TAX
RECEIVED BY <i>[Signature]</i>					TOTAL

All claims and returned goods
 MUST be accompanied by this bill.
 7/12/96

Thank You!

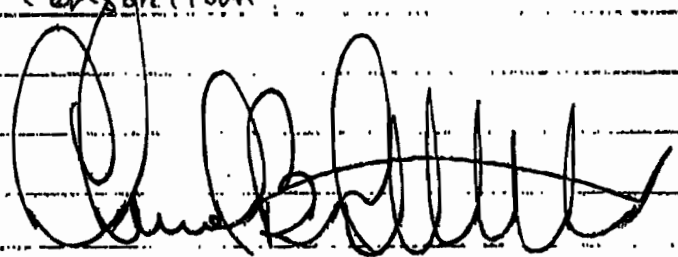
JUL 21 2005 3:38PM

Sailorman

NO. 618 P. 1

I, Chuck Fitzgerald, have agreed to
sell my interest in the Star Class Boat, # 721,
to the Consortium headed by Ole Andersen
for the sum of \$22,000.

I will hold all monies paid to me by
Mr. Andersen, or the Consortium members,
until July 26, 1996. If at THAT TIME
MR. Andersen and the Consortium have not
paid me the entire \$22,000, I will refund
all money paid & held by me to Mr. Andersen
and the members of the Consortium.



7/12/96

AGREEMENT

This agreement is to codify all previous understandings between Gregory Olaf Anderson (Anderson) and Charles B. Fitzgerald. This agreement supersedes any previous understandings relative to the purchase, refurbishment, and eventual sale of the sailing vessel *Flash II*, Star Class Boat #721, previously owned by former President of the U. S., John F. Kennedy.

1. **Purpose of Consortium.** Anderson and Fitzgerald understand and agree that the purpose of the Consortium is to obtain legal title to and possession of said vessel, *Flash II*. It is intended that the vessel is to be refurbished to as new condition and then resold at a profit, either to a private party or at auction to the highest bidder. A minimum reserve figure may be agreed upon by consensus of the members. The vessel will be resold promptly upon completion of refitting and restoration to the satisfaction of Mr. Anderson. The appropriate value of the vessel is not now known, but may be determined after appraisal by a qualified appraiser. If a reasonable offer for the purchase of the vessel is received before refurbishment, or if after written disclosure of said offer and consultation with the contributors Anderson concludes such offer satisfies the terms of the investment prospectives of this agreement, Anderson is authorized on behalf of the parties to accept or reject such offer as will satisfy the investment distribution as further set forth below. Anderson has the sole discretion to reject any offer

2. **Contribution of Funds for the Purchase and Refit.** The Consortium shall consist of the two present members, Anderson and Mr. Eddie Crosby, and new members whose participation shall be the sum of \$5,000.00 each. Any member may take more than one \$5,000.00 position. The funds obtained from these members shall be used solely for the purchase, refurbishment, and related expenses to the vessel.

3. **Distribution of Proceeds Upon Sale.** Each member shall be a primary recipient of \$7,500.00 or 5 percent of the net sale proceeds after auction house and attorney fees are deducted, whichever sum is greater. Robert Augustus Harper Law Firm of Tallahassee, Florida, has been retained as exclusive agent for the consortium. Anderson's participation in the sharing of profits shall

not begin before each member of the Consortium has received \$7,500.00 for each initial \$5,000.00 investment. This \$7,500.00 payment will be the first and primary obligation of the Consortium after Mr. Crosby's receipt of \$10,500.

4. **Responsibility.** Mr. Anderson will be general director and general manager of this entire project from purchase through the refurbishment and eventual sale of the vessel. He shall be responsible for keeping an accurate accounting of all costs associated with the project, including receipts and records of all disbursements. These records shall be available for inspection by any member upon demand. Viewing of and access to the vessel shall be permitted to any member upon reasonable notification to Anderson.

It is agreed that Anderson will solely coordinate and be responsible for any and all media access to *Flash II*. This access will be administered in such a manner as to derive maximum sustained publicity and interest in *Flash II* culminating in a successful sale of the vessel.

Anderson will also be responsible for researching and obtaining any documents, film, correspondence, articles of historical significance pertaining to the vessel, and any other such memorabilia deemed useful to receiving maximum profit from the eventual sale of *Flash II*.

5. WE HEREBY AGREE to the above terms and conditions and hereby contribute \$ \$1.00 for 1% ~~interest~~ receipt of which being hereby acknowledged.

GREGORY OLAF ANDERSON
GREGORY OLAF ANDERSON

Charles B. Fitzgerald
Signature
Printed Name

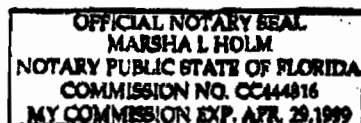
350 E. State Rd 84
Address

522-6716
Telephone Number

Sworn to and subscribed before me this
26th day of July, 1996.
by: GREGORY OLAF ANDERSON
Marsha L. Holm
Signature of Notary Public

Notary's Name, Printed, Stamped or Typed
Personally Known: yes or Produced ID: yes
Type of ID produced: FLDL 1530-294-50-245-0

2 of 2



Sworn to and subscribed before me this
day of 19, .
by: _____

Signature of Notary Public
Notary's Name, Printed, Stamped or Typed
Personally Known: yes or Produced ID: yes
Type of ID produced: _____

AGREEMENT

This agreement is to codify all previous understandings between Gregory Olaf Anderson (Anderson) and K. Lang. This agreement supersedes any previous understandings relative to the purchase, refurbishment, and eventual sale of the sailing vessel *Flash II*, Star Class Boat #721, previously owned by former President of the U. S., John F. Kennedy.

1. **Purpose of Consortium.** Anderson and K. Lang understand and agree that the purpose of the Consortium is to obtain legal title to and possession of said vessel, *Flash II*. It is intended that the vessel is to be refurbished to as new condition and then resold at a profit, either to a private party or at auction to the highest bidder. A minimum reserve figure may be agreed upon by consensus of the members. The vessel will be resold promptly upon completion of refitting and restoration to the satisfaction of Mr. Anderson. The appropriate value of the vessel is not now known, but may be determined after appraisal by a qualified appraiser. If a reasonable offer for the purchase of the vessel is received before refurbishment, or if after written disclosure of said offer and consultation with the contributors Anderson concludes such offer satisfies the terms of the investment prospectives of this agreement, Anderson is authorized on behalf of the parties to accept or reject such offer as will satisfy the investment distribution as further set forth below. Anderson has the sole discretion to reject any offer

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3. **Distribution of Proceeds Upon Sale.** Each member shall be a primary recipient of \$7,500.00 or 5 percent of the net sale proceeds after auction house and attorney fees are deducted, whichever sum is greater. Robert Augustus Harper Law Firm of Tallahassee, Florida, has been retained as exclusive agent for the consortium. Anderson's participation in the sharing of profits shall

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It is agreed that Anderson will solely coordinate and be responsible for any and all media access to *Flash II*. This access will be administered in such a manner as to derive maximum sustained publicity and interest in *Flash II* culminating in a successful sale of the vessel.

Anderson will also be responsible for researching and obtaining any documents, film, correspondence, articles of historical significance pertaining to the vessel, and any other such memorabilia deemed useful to receiving maximum profit from the eventual sale of *Flash II*.

5. WE HEREBY AGREE to the above terms and conditions and hereby contribute \$ 20,000.00 for 20% of net participation units, receipt of which being hereby acknowledged.

Gregory Olaf Anderson
GREGORY OLAF ANDERSON

L S Lane

Signature

Kerry Lane
Printed Name

621 Andrews Ave
Address

Delray
407 278 3060
Telephone Number

Investors Copy - #1 & 2 TOTAL

7 Positions available @ \$5K per - \$35K
 Each position to receive \$7.5K return off the top.
 SALE PRICE OF \$91K WILL ACHIEVE THIS END.
 AFTER THIS FIGURE IS REACHED EACH POSITION HAS
 A 5% interest in the bank, plus return of \$5K investment

TOTAL Return - per position (\$5K)

SELLING PRICE

up to \$150K - \$7,500

\$150K - \$8,231.25

\$250K \$12,318.75

\$500 \$22,411.25

\$1M \$42,500.00

I get.

\$50,000 or 25% after costs

whichever is greater

Costs are: 1). Sothebys 15%

2). Repayment 2). Harpers 5%

Priorities are: 3). Refit - approx 20,000 in
(40,000 after retired.)

Refit:

Lane	5K	→ 10K
Cush	5K	→ 10K
G. Andem	10K	→ 20K

4) Crosby \$10,500

5) Lane - 50% or 25% of overage

Jan Andem - 10% or 5% of overage

By O. Andem 12/24/96

(Back of page 2 of 2)
KSE

4656

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

12/25/97 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 1,500.-
One thousand five hundred DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 > 1, all K. Lane

⑆067006076⑆049600⑆018394⑆ 4656 ⑆0000150000⑆

4679

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

11/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 2,000.-
Two thousand DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 K. Lane

⑆067006076⑆049600⑆018394⑆ 4679 ⑆0000200000⑆

4751

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE 2/6/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 1,500.-
One thousand five hundred DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 K. Lane

⑆067006076⑆049600⑆018394⑆ 4751 ⑆0000150000⑆

4783

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE 3/3/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 2500.00
Twenty five hundred dollars DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 15K 12:1 + 2500 K. Lane 17

MR. [unclear]
[unclear]
[unclear]

MR. [unclear]
SUNTRUST BANK
MIAMI, FL 33136
8750 NW 21 STREET
MIAMI, FL 33136

Greg Anderson
34-77150-213 X 70
7-5-50

248819640 02/06/98 9518 5 1

SUNTRUST BANK
SUNTRUST BANK
MIAMI, FL 33136
8750 NW 21 STREET
MIAMI, FL 33136

Greg Anderson
34-77150-213 X 70
7-5-50

Greg Anderson
34-77150-213 X 70
7-5-50

SUNTRUST BANK
MIAMI, FL 33136
8750 NW 21 STREET
MIAMI, FL 33136

DE 4/2
STSCM
ROCESSED

SUNTRUST BANK
MIAMI, FL 33136
8750 NW 21 STREET
MIAMI, FL 33136

Greg Anderson
321 [unclear] 3340
3153 8554 1/15/96

SUNTRUST

08 - 490

SunTrust Bank, South Florida, N.A.
P.O. Box 33310Remitter **Ola Anderson**

Pay to the order of

Marshall Chapman

If this Cashier's Check is lost, stolen or destroyed, it will be necessary for the Purchaser/Remitter to supply the Bank with an indemnity Agreement in addition to a Surety bond, for twice the value of the check with a waiting period of 30 days, before a duplicate check is issued or any refund is made.

Date **January 8, 1997****\$ 3,000.00**

1815445

63-607 607
670

Cashier's Check

CUSTOMER FILE COPY

Authorized Signature

Handwritten:
C. Marshall Chapman
JAC
6/2/97

KERRY S. LANE 03-05-88
621 Andrews Ave.
Delray Beach, FL 33483-7207

4656

12/25/97 63-607/670

PAY TO THE ORDER OF Greg Anderson \$ 1500.-
One thousand five hundred DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (866) 437-4796

FOR JFK 2/1/98 KSLane

⑆067006076⑆0496002018394⑆ 4656 ⑈0000150000⑈

SUNTRUST

sg - 490
SunTrust Bank, South Florida, N.A.
Ft. Lauderdale, FL 33310

Remitter Ole Anderson

If this Cashier's Check is lost, stolen or destroyed, it will be necessary for the Purchaser/Remitter to supply the Bank with an Indemnity Agreement in addition to a Surety bond, for twice the value of the check with a waiting period of 30 days, before a duplicate check is issued or any refund is made.

1815445

63-607 607
670

Date January 8, 1997

Pay

to
the
order
of

Marshall Chapman

\$ 3,000.00

Cashier's Check

CUSTOMER FILE COPY
NON-NEGOTIABLE

Authorized Signature

from KSL for
JFK
boat

KERRY S. LANE 03-05-88
621 Andrews Ave.
Delray Beach, FL 33483-7207

4679

11/98 63-607/670

PAY TO THE ORDER OF Greg Anderson \$ 2,000.-
Two thousand + none DOLLARS

SUNTRUST
SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (866) 437-4796

FOR JFK 2/1 KSLane

⑆067006076⑆0496002018394⑆ 4679 ⑈0000200000⑈

621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE 2/6/98 63-607/670

PAY TO THE ORDER OF

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (866) 437-4796

JFK 2/1

KSLane 20

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483

63-607/670
BRANCH 496

3920

5/19 98

PAY TO THE ORDER OF MATTHEW COINED 03005116 12 9300 9321 03-25-98

Five hundred + none DOLLARS

SUNBANK SunBank/South Florida, N.A.
PALM BEACH LAKES OFFICE
540 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

\$11,000 to date + 30% after 10 days

FOR 2-1 over 1M, 1.5-1 under

1:06 70060761:04 9600 2018394 3920 0000050000

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483

63-607/670
BRANCH 496

3917

3/19 98

PAY TO THE ORDER OF Corey O. Anderson 03038401 1424 1442 52 93 \$500.00

Five hundred + none DOLLARS

SUNBANK SunBank/South Florida, N.A.
PALM BEACH LAKES OFFICE
540 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

FOR 007N6M 3-25-982026 \$500.0000

1:06 70060761:04 9600 2018394 3917 0000050000

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE 4/7/98 63-607/670

4717

PAY TO THE ORDER OF Kerry Lane \$4000.00

Four thousand + none DOLLARS

SUNTRUST SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (866) 487-6766

FOR 2500 for JFR 2.7 71M

1:06 70060761:04 9600 018394 4717 00000400000

KERRY S. LANE 03-05-86
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE 6/1/98 63-607/670

4894

PAY TO THE ORDER OF De Anderson \$150.00

One hundred fifty + none DOLLARS

SUNTRUST SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (866) 487-6766

FOR

1:06 70060761:04 9600 018394 4894 00000400000

DO NOT SIGN / WRITE / STAMP BEHIND THIS LINE

FORM 94-07-00 10/19/90
S15071

DO NOT SIGN/WHITE/STAMP BELOW THIS LINE
FOR CHAIRMAN INSTITUTIONS ONLY

2407 86-23-20 170688910
200000000

64-115476-1000

[illegible]

KERRY S. LANE 03-05-08
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE

5/4/98

4899

63-607/670

PAY TO THE
ORDER OF

De Padua
Five Hundred + no

\$ 500.-

DOLLARS ☒ Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (561) 497-4700

FOR

JFK 2:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 4899 ⑆0000050000⑆

KERRY S. LANE 03-05-08
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE

5/12/98

4949

63-607/670

PAY TO THE
ORDER OF

De Padua
One Thousand Five Hundred

\$ 1,500.-

DOLLARS ☒ Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (561) 497-4700

FOR

JFK 2:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 4949 ⑆0000150000⑆

KERRY S. LANE 03-05-08
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE

7/2/98

5033

63-607/670

PAY TO THE
ORDER OF

Rich DeHautz
Three hundred + no

\$ 300

DOLLARS ☒ Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (561) 497-4700

FOR

JFK 5:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 5033 ⑆0000030000⑆

KERRY S. LANE 03-05-08
621 Andrews Ave.
Delray Beach, FL 33483-7207

DATE

9/2/98

5171

63-607/670

PAY TO THE
ORDER OF

Greg Andrus
One Thousand and no

\$ 1,000.-

DOLLARS ☒ Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (561) 497-4700

FOR

was JFK 1:1

K Lane 23

KERRY S. LANE 03-00
621 Andrews Ave.
Delray Beach, FL 33483-7207

5202

DATE

9/29/98

63-607/670

PAY TO THE
ORDER OF

Greg Anderson
Two Thousand & no more

\$ 2,000.-

DOLLARS  Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (904) 497-4700

FOR

Ken Park

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5202 ⑈0000200000⑈

KERRY S. LANE 03-00
621 Andrews Ave.
Delray Beach, FL 33483-7207

5215

DATE

10/7/98

63-607/670

PAY TO THE
ORDER OF

Greg Anderson
Three Thousand & no more

\$ 3,000.-

DOLLARS  Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (904) 497-4700

FOR

Northbrook Trd Co.

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5215 ⑈0000300000⑈

KERRY S. LANE 03-00
621 Andrews Ave.
Delray Beach, FL 33483-7207

5286

DATE


11/13/98

63-607/670

PAY TO THE
ORDER OF

Greg Anderson
One Thousand & no more

\$ 1,000.-

DOLLARS  Security features included. Details on back.

SUNTRUST

SunTrust Bank, South Florida, N.A.
Palm Beach Lakes Office
West Palm Beach, Florida (904) 497-4700

FOR

Highway 7000

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5286 ⑈0000100000⑈

Greyhound
321 W. Arcade Ave.
Clewiston, FL 33440
L.C.# A536-294-50-248

00000
00004

0496002018394
1 3 216 SUR 0002
0607040001 000 2
150
0496002018394
1 1 96 SUR 0002
0607040001 000 8

Greyhound
L.C.# A536-294-50-248
#3000 of 6,000.
2:1 it was repaid
Greyhound
321 W. Arcade Ave.
Clewiston, FL 33440

00000
00004

0496002018394
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Greyhound
A536-294-50-248
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00000
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0496002018394
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0607040004 4 4

11:05:40 2962-1998 AM
2,000.00 US\$
2,000.00 TOTAL

0496002018394
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150

This Statement is a Summary

of total investment dollars and terms of repayment
to all investors in FLASH II, State Bond #721.

This Statement supercedes any and all previous Statements.

A. - When FLASH II is sold and all Fees, Costs, and
any other expenses incurred by the sale have been
paid, Mr. Robert A. Harper, Atty., will receive
5% of the net proceeds. The remainder will be [Figure #1]

B - [Figure #1] will be paid out in this manner:

Eddie Crosby - \$11,000

Kerry Lane - \$6,000

Jean Anderson - \$10,000

\$81,000 Total

[Figure #2 will be Figure #1 minus \$81,000]

C - [Figure #2] will be paid out in this manner:

EDDIE CROSBY - \$10,000

KERRY LANE - \$10,000

JEAN ANDERSON - \$10,000

OLG ANDERSON - \$32,000

MARLBOROUGH TRADING CO - \$14,500

GARY MILO - \$18,000 (\$16,000)

(954) 764-7154 Peter & Carol Walker - \$12,000

Homer Earnest 2,000

Jim Anderson 2,000

\$108,000 TOTAL

[Figure #3 will be Figure #2 minus \$108,000]

D - [Figure #3] will be paid at in this manner:

EDDIE CROSBY -	16.6 %
KERRY LANG -	30.0 %
JOAN ANDERSON -	10.0 %
Mr/Mrs Horace Ernest -	1.0 %
Chuck Fitzgerald -	1.0 %
OLE ANDERSON	41.4 %
	100.0 %

E - EDDIE CROSBY will be paid 16.6% in addition to his \$11,000 payment in Section B

F - KERRY LANG will be paid \$60,000 or 30% of Figure 3, whichever sum is greater. His initial payment of \$60,000 in Section B will be deducted from his 30% should the 30% figure be greater than \$60k.

G - JOAN ANDERSON will be paid \$10,000 or 10% of Figure 3, whichever sum is greater. Her initial payment of \$10,000 in Section B will be deducted from her 10% should the 10% figure be greater than \$10k.

12/4/97

Freedy Ole Anderson

LAW OFFICES
KENNETH E. LINDAUER
THE RUFUS CHOATE HOUSE
14 LYNDE STREET
SALEM, MASSACHUSETTS 01970-3404

NEW YORK
MASSACHUSETTS
AND
VERMONT

TELEPHONE (978) 744-5861
FACSIMILE (978) 744-1319
E-MAIL ken@lindauer.com

16 CENTRAL STREET
PO Box 729
WOODSTOCK, VT 05091
Phone (802) 457-4446
Fax (802) 457-4496

TELECOPY TRANSMITTAL SHEET

Date: July 1, 2005
To: Dr. Lane
Fax No: (508) 235-5259
From: Kenneth E. Lindauer, Esq.
Fax No: (978) 744-1319

Number of pages
including transmittal sheet: 20

Re:

Original to be sent via:

<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Federal Express	<input type="checkbox"/> Not Sending	<input type="checkbox"/> Other

Message

Here are the documents we talked about last night. Good Luck!

Confidentiality Note

The document(s) accompanying this transmission contain confidential or privileged information from the Law Offices of Kenneth E. Lindauer. The information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this telecopied information is prohibited. If you received this telecopy in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to your office.

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M'HEAD TRADING

PAGE 02/20
PAGE 01

JUN - 4 2005

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA
Plaintiff

V.

CIVIL ACTION: 05CV10192-RWZ

GREGORY ANDERSON & RALPH ANDERSON
Defendant

SP?

NOTICE OF DEFAULT

Upon application of the plaintiff UNITED STATES OF AMERICA, for an order of default for failure of the defendant GREGORY AND RALPH ANDERSON, to plead or otherwise defend as provided by Rule 55(a) of the Federal Rules of Civil Procedure, notice is hereby given that the defendant has been defaulted this 3RD day of JUNE, 2005.

By the Court,

____s/ Lisa A. Urso____
Deputy Clerk

Notice mailed to:
Counsel & defendants

dcFaula.ncc

32

07/01/2005 01:23 270/441313

U.S. Department of Justice
United States Marshals Service

PROCESS RECEIPT AND RETURN

PLAINTIFF UNITED STATES OF AMERICA		COURT CASE NUMBER Case No. 05-10192-RWZ
DEFENDANT ONE STAR CLASS SLOOP SAILBOAT BUILT IN 1930 WITH HULL NUMBER 721, NAMED "FLASH IT"		TYPE OF PROCESS Complaint and Warrant & Monition
TO SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN Gregory Olaf Anderson	
	ADDRESS (Street or RFD, Apartment No., City, State, and ZIP Code) 321 West Arcade Avenue, Clewiston, FL 33440	
SEND NOTICE OF SERVICE TO REQUESTER AT NAME AND ADDRESS BELOW:		
Shelby D. Wright, Assistant U.S. Attorney United States Attorney's Office John Joseph Moakley United States Courthouse 1 Courthouse Way, Suite 9200 Boston, MA 02210		
Number of process to be served with this Form - 285		1
Number of parties to be served in this case		1
Check for service on U.S.A.		03

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Address, All Telephone Numbers, and Estimated Times Available For Service)

Please serve the attached Verified Complaint and Warrant & Monition, upon the above-referenced individual by certified mail, return receipt requested.

05-DET-442507

LIT x3283

Signature of Attorney or other Originator requesting service on behalf of:

Shelby D. Wright/LIT

☒ PLAINTIFF
☐ DEFENDANT

TELEPHONE NUMBER

(617) 748-3100

DATE

February 9, 2005

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY - DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (See only first USM 285 if more than one USM 285 is submitted)	Total Process No. _____	District of Origin No. <u>38</u>	District to Serve No. <u>38</u>	Signature of Authorized USMS Deputy or Clerk <i>Wright/LIT</i>	Date <u>2/10/05</u>
--	----------------------------	-------------------------------------	------------------------------------	---	------------------------

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below).

Name and title of individual served (if not shown above).

☐ A person of suitable age and discretion from residing in the defendant's usual place of abode.

Address (complete only if different than shown above)

Date of Service

2/28/05

Time

pm

Signature of U.S. Marshal or Deputy

Shelby D. Wright

Service Fee

Total Mileage Charges
(including out-of-pocket)

Forwarding Fee

Total Charges

Advance Deposits

Amount Owed to U.S. Marshal or

Amount or Refund

REMARKS:

2/11 Certify # 7002 0510 0004 1358 2079
 2/18/05 Delivery Date

PRIOR EDITIONS MAY
BE USED

1. CLERK OF THE COURT

FORM U

GOVERNMENT

EXHIBIT

NOTICE OF SERVICE ☐ BILLING STATEMENT ☐ ACKNOWLEDGMENT OF RECEIPT ☐

CLIFF STREET

MARBLEHEAD TRADING CO.
89 FRONT STREET
MARBLEHEAD, MA 01945
(781) 631-4650

Invoice # 500715
Invoice Date 04/24/98

*Kim
for your
file*

Boat Name: FLASH II

To: Harper, Robert A.
Law Firm, P.A.
P.O. Box 10132
Tallahassee FL 32302

Work Order # 500715
Mooring #
C/J: 0

Home Phone: (0) 0 -0
Work Phone: (561) 278-3979

Launch/Haul Date:
Launch/Haul: 0

*TERMS: PAYABLE UPON RECEIPT. Finance Chg. 1.5% per Month on Overdue Accounts

CODE	DESCRIPTION	QTY	RATE	AMOUNT
-	Transport boat from New York to			
-	Marblehead, MA	1.00	500.00	500.00

*Mailed to
Ole Anderson
4/24/98*

** YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR **
** ALL WORK MUST BE PAID IN FULL BEFORE BOAT LEAVES YARD **

COMMENTS:

TOTAL MATERIAL \$
TOTAL LABOR \$
TOTAL TAX \$
TOTAL DUE \$ 500.00
Marblehead 000006

QTY	MATERIAL	PRICE	AMOUNT
STOCK	11V. #15386		339 95
	B7812		50 58
	B3836		106 48
	B7848		498 06
	B7856		48 27
			1138 04
	Less 20%		-227 79
			911 15
	Bronze Flat Stock		31 50
	Lumber		28 74
	Canvas		34 14
	Whogany		17 86
	Stippper (net)		21 83
			1045 22

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms.

Signature

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029
FAX (617) 631-0542

INVOICE NO. 55203

JOB PHONE	DATE OF ORDER
JOB NAME LOCATION	1/10/07
CLASS	TI
Starport	4791

Marblehead 000000

TO: S Robert A. Harner Law Firm, P.A.
324 West Park Drive

D. O. Box 10137
Tallahassee, FL 32302-0137

TERMS

PHONE
ORDER TAKEN BY

DESCRIPTION OF WORK

LABOR for chain plates and hull fairing
Misc. heating costs
(Trough 1/20/07)

Cle Anderson

AMOUNT

TOTAL LABOR
TOTAL MATERIALS
TAX

1045 22
59 95
20 80

TAX

59 95
20 80

PAID
1/12/07

DATE COMPLETED
1/10/07

744424 40241

0000 00

PAY THIS AMOUNT ->

QTY	MATERIAL	PRICE	AMOUNT
	T 5386		339.53
	R 7812		56.58
	R 7836		196.48
	R 7848		498.86
	R 7856		48.27
		1139.94	
	LESS 20/6	(227.79)	
		911.15	
	Bronze Flt Stock		31.50
	Leather		28.24
	Coverings		34.14
	Mattress		17.86
	Staircase (MST)		21.83

** YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR **

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

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I have read, understand and agree to the above terms.

SIGNATURE

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029
FAX (617) 631-0542

INVOICE NO.

5203

JOB PHONE	DATE OF ORDER
JOB NAME/LOCATION	1/10/97
FLASH II	
Starboat #721	

TO: 7 Robert A. EARNER Law Firm, P.A.

325 West Park Drive

P. O. Box 10132

Tallahassee, FL 32302-2132

TERMS:

01e Anderson

DESCRIPTION OF WORK	AMOUNT
Longer Fdn. Churn Plates 3	1075.50
new Hull Towing.	
Stock changes	
Misc Handling Costs	100.00
Through 1/20/97	
FRIGHT	20.30
TOTAL LABOR	
TOTAL MATERIALS	1045.22
TAX	
WORK ORDERED BY	DATE COMPLETED
SIGNATURE (I hereby acknowledge the validity of the above work)	
THANK YOU!	PAY THIS AMOUNT →

Marblehead 000082

QTY	MATERIAL	PRICE	AMOUNT
8100	10V. # 75340	177	12
	B7736	88	32
	B7758	46	10
	B7767	44	49
	B7777	52	40
	1058/309	408	78
	81	76	
	327	09	
	Lumber (Cedar, Mahog, Pine)	836	03
	Silicone Bronze Fasteners	163	00
	1226	05	

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

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2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms.

SIGNATURE

MARBLEHEAD TRADING CO.
89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029
FAX (617) 631-0542

TO: Robert A. Gardner Law Firm, P.A.

325 West Park Ave
P.O. Box 10182
Tallahassee, FL 32302-2182
PHONE 904 224-5000
FAX 904 224-8200

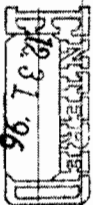
TERMS:

Mr. Ole Anderson

Work to date rebuilding FLASH II

11-26-06 thru 12-20-06

DESCRIPTION OF WORK	AMOUNT
TOTAL LABOR	2603 50
TOTAL MATERIALS	1326 05
TAX	
7744K 4021	1113 45
PAY THIS AMOUNT →	2603 50



INVOICE NO. 25035

JOB PHONE	DATE OF ORDER
JOB NAME/LOCATION	11/20/06
FLASH II	
#771 Starbo	

Marblehead 000096

QTY	MATERIAL	PRICE	AMOUNT
	T 5349		177.12
	B 7759		46.19
	B 7736		98.52
	B 7767		44.49
	B 7777		52.46
			<u>408.78</u>
	LESS 20%		81.76
			327.02
	Lumber		92.40
	Ceasar, Mahog		82.07
	Plano		76.46
			560.00
			26.30
	Silicon Breeze Insulation		163.00

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms:

SIGNATURE

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029
FAX (617) 631-0542

Robert A. Barber Law Firm, P.A.

INVOICE NO.

25085

JOB PHONE	DATE OF ORDER
JOB NAME & LOCATION	11/26/06
FLASH II	
#721	Starboard

Marblehead 000098

325 West Park Ave
P.O. Box 10132
Tallahassee, FL 32302-0132
FAX 904 224-5900
PHONE 904 224-5900
ORDER TAKEN BY

TERMS

Mr. Ole Anderson

DESCRIPTION OF WORK

Work to Date Rebuilding
Flash II
11-26-96 - 12-20-96

Lumber

9805.50

NO Tax Boy's bring
Shipper out of state

TOTAL LABOR 9805.50
TOTAL MATERIALS 1326.95
TAX

WORK ORDERED BY

DATE COMPLETED

SIGNATURE (I hereby acknowledge the information contained in this invoice is true)

THANK YOU!
PAY THIS AMOUNT ->

LESS DEPOSIT

11132.45
3000.00
8132.45

[illegible]

..YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR..

in the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(781) 639-0029
FAX (781) 631-0542

TO: Mr. C. Anderson

212 South Main St.

Vol 15, 1902

TERMS.

PHONE:

ORDER TAKEN BY

JOB PHONE	DATE OF ORDER
JOB NAME LOCATION	10/17/95
FRESH II	

INVOICE NO. 27525

Marblehead 000112

DESCRIPTION OF WORK	AMOUNT
SUMMER STORAGE @ \$100.00/DY	300.00
WINTER STORAGE 1998-99	200.00
TOTAL LABOR	
TOTAL MATERIALS	
TAX	

DATE PAID 10-5-98

CASH COLLECTOR

THANK YOU!

PAY THIS AMOUNT →

744NK 30261

FOR THIS AMOUNT—

QTY	MATERIAL	PRICE	AMOUNT
	P. 100 T		100.00
	B. 100 T		100.00
	C. 100 T		100.00
	D. 100 T		100.00
	E. 100 T		100.00
	F. 100 T		100.00
	G. 100 T		100.00
	H. 100 T		100.00
	I. 100 T		100.00
	J. 100 T		100.00
	K. 100 T		100.00
	L. 100 T		100.00
	M. 100 T		100.00
	N. 100 T		100.00
	O. 100 T		100.00
	P. 100 T		100.00
	Q. 100 T		100.00
	R. 100 T		100.00
	S. 100 T		100.00
	T. 100 T		100.00
	U. 100 T		100.00
	V. 100 T		100.00
	W. 100 T		100.00
	X. 100 T		100.00
	Y. 100 T		100.00
	Z. 100 T		100.00

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and services invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

CONCLUSIONS

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029

FAX (617) 631-0542

TO: Robert A. Farmer, Jr.

325 Park Ave

D. O. BOX 10132

Fullinwider, T. 33302-2132

REFINIS

561-278-3975

DESCRIPTION OF WORK

Mr. Ole Anderson
718 S. Lake Ave
Delray Beach, FL 33483
AMC

AMOUNT

[illegible]

INVOICE NO.

100

FOR PHONE

JOB NAME/LOCATION

10

Index

Spot #721

Marblehead 000118

[illegible]

*** YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ***

in the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment, parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and all credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

SUMMARY

MARBLEHEAD TRADING CO.

89 Front Street

MARBLEHEAD, MA 01945-3201

(617) 639-0029

FAX (617) 631-0542

DATE OF ORDER	1/23/66
PRINT NAME	JOHN W. BROWN
PRINT ADDRESS	1234 MAIN ST CITY, STATE 12345
PRINT PHONE	555-1234
PRINT CREDIT CARD	1234 5678 9010 1112
PRINT EXPIRATION DATE	12/31/66
PRINT SIGNATURE	[Signature]
PRINT NAME	JOHN W. BROWN
PRINT ADDRESS	1234 MAIN ST CITY, STATE 12345
PRINT PHONE	555-1234
PRINT CREDIT CARD	1234 5678 9010 1112
PRINT EXPIRATION DATE	12/31/66
PRINT SIGNATURE	[Signature]

INVOICE NO.

10
11
12
13
14

[illegible]

Figure 1

100

70768560 1-4 25779 0192

5403

DESCRIPTION OF WORK

AMOUNT

14708 13/3 7/96 71/08/07

100

DESCRIPTION OF WORK	AMOUNT
LATOR 10/8 7/96 01/08/97	418.50
TOTAL LABOR	418.50
TOTAL MATERIALS	793.44
TAX	1206.56
CREDIT LABOR charged on inv.	.00
PAY THIS AMOUNT	2418.50

SIGNATURE _____ DATE COMPLETED 01/08/97

WORK ORDERED BY [Signature] DATE 01/08/97

RECEIVED
JAN 13 1997

Marblehead 000123

QTY	MATERIAL	PRICE	AMOUNT
1	114. 2 D2140	18.89	18.89
	18017	29.75	29.75
		59.87	59.87
	18009 20%	11.55	11.55
		46.62	46.62
	75486	- 6.45	- 6.45
		40.17	40.17
2	Qts 101 Semi White	44.80	44.80
		84.07	84.07

*** YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ***

In the event that credit is extended by Martlehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1 % per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms

SENATE

MARBLEHEAD TRADING CO.

89 Front Street
MARBLEHEAD, MA 01945-3201

(617) 639-0029
FAX (617) 631-0542

TO: Robert A. Burger Law Firm

325 Park Ave
P. O. Box 10132
Tallahassee, FL 32302-0132

TERMS

6000
CUTLER BLDG., 7th FLOOR, 3000 AVE.

DESCRIPTION OF WORK

	PAY	PERCENT
AMOUNT		

Clue in mast and boom cradles

Fabricate most weapons

Move boat for 11 miles

DATE CALLED IN BY: J. D. 91
WORK CENTER: 320

16. 42.2

DATE: JAN 11 1961

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
TOTAL LABOR	10	HR	10.00	100.00
TOTAL MATERIALS	10	YD	10.00	100.00

TAX

TAX

744 NK 2021

10

INVOICE NO. 15103

JOH. PHONE	DATE OF ORDER
JOH. NAME/LOCATION	1/17/77
FLASH IT	
71410101 #721	

Marblehead 000137



CREDIT

INVOICE

7601-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945

Phone: 781-639-0029 Fax: 781-631-0542

Date: 11/2/2004

Page 1

Bill To: Anderson, Ole
321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7601	AND012	11/2/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
CREDIT	CREDIT	CREDIT	CREDIT	

S7	INSIDE STORAGE 2004-2005 SEASON	-1	600.00	-600.00
----	---------------------------------	----	--------	---------

Total Material	\$0.00	Tax:	0.00
----------------	--------	------	------

** Yard is not responsible for mast head gear **

Total: (\$600.00)

** All work must be paid in full before boat leaves yard **

** Finance Charge 1.5% per Month on Overdue Accounts **

ENTERED
NOV - 3 2004

STATEMENT DATE

S

AMOUNT ENCLOSED

ACCOUNT NAME

ACCOUNT NUMBER

STATEMENT DATE

ACCOUNT NUMBER

PLEASE DETACH AND
RETURN THIS PORTION
WITH YOUR PAYMENTCHECK ITEMS
BEING PAID

CODES: I = INVOICE D = DEBIT MEMO C = CREDIT MEMO B = BALANCE FORWARD
P = PAYMENT A = DISCOUNT ALLOWED F = FINANCE CHARGE

DATE	REFERENCE	CHARGES AND CREDITS	BALANCE	REFERENCE NO.	AMOUNT DUE
11/10/06		312.00	312.00	1	312.00
11/10/06		312.00	312.00	2	312.00
11/10/06		312.00	312.00	3	312.00
11/10/06		312.00	312.00	4	312.00
11/10/06		312.00	312.00	5	312.00
11/10/06		312.00	312.00	6	312.00
11/10/06		312.00	312.00	7	312.00
11/10/06		312.00	312.00	8	312.00
11/10/06		312.00	312.00	9	312.00
11/10/06		312.00	312.00	10	312.00
11/10/06		312.00	312.00	11	312.00
11/10/06		312.00	312.00	12	312.00
11/10/06		312.00	312.00	13	312.00
11/10/06		312.00	312.00	14	312.00
11/10/06		312.00	312.00	15	312.00
11/10/06		312.00	312.00	16	312.00
11/10/06		312.00	312.00	17	312.00
11/10/06		312.00	312.00	18	312.00
11/10/06		312.00	312.00	19	312.00
11/10/06		312.00	312.00	20	312.00
11/10/06		312.00	312.00	21	312.00
11/10/06		312.00	312.00	22	312.00
11/10/06		312.00	312.00	23	312.00
11/10/06		312.00	312.00	24	312.00
11/10/06		312.00	312.00	25	312.00
11/10/06		312.00	312.00	26	312.00
11/10/06		312.00	312.00	27	312.00
11/10/06		312.00	312.00	28	312.00
11/10/06		312.00	312.00	29	312.00
11/10/06		312.00	312.00	30	312.00
11/10/06		312.00	312.00	31	312.00
11/10/06		312.00	312.00	32	312.00
11/10/06		312.00	312.00	33	312.00
11/10/06		312.00	312.00	34	312.00
11/10/06		312.00	312.00	35	312.00
11/10/06		312.00	312.00	36	312.00
11/10/06		312.00	312.00	37	312.00
11/10/06		312.00	312.00	38	312.00
11/10/06		312.00	312.00	39	312.00
11/10/06		312.00	312.00	40	312.00
11/10/06		312.00	312.00	41	312.00
11/10/06		312.00	312.00	42	312.00
11/10/06		312.00	312.00	43	312.00
11/10/06		312.00	312.00	44	312.00
11/10/06		312.00	312.00	45	312.00
11/10/06		312.00	312.00	46	312.00
11/10/06		312.00	312.00	47	312.00
11/10/06		312.00	312.00	48	312.00
11/10/06		312.00	312.00	49	312.00
11/10/06		312.00	312.00	50	312.00
11/10/06		312.00	312.00	51	312.00
11/10/06		312.00	312.00	52	312.00
11/10/06		312.00	312.00	53	312.00
11/10/06		312.00	312.00	54	312.00
11/10/06		312.00	312.00	55	312.00
11/10/06		312.00	312.00	56	312.00
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11/10/06		312.00	312.00	58	312.00
11/10/06		312.00	312.00	59	312.00
11/10/06		312.00	312.00	60	312.00
11/10/06		312.00	312.00	61	312.00
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11/10/06		312.00	312.00	84	312.00
11/10/06		312.00	312.00	85	312.00
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11/10/06		312.00	312.00	87	312.00
11/10/06		312.00	312.00	88	312.00
11/10/06		312.00	312.00	89	312.00
11/10/06		312.00	312.00	90	312.00
11/10/06		312.00	312.00	91	312.00
11/10/06		312.00	312.00	92	312.00
11/10/06		312.00	312.00	93	312.00
11/10/06		312.00	312.00	94	312.00
11/10/06		312.00	312.00	95	312.00
11/10/06		312.00	312.00	96	312.00
11/10/06		312.00	312.00	97	312.00
11/10/06		312.00	312.00	98	312.00
11/10/06		312.00	312.00	99	312.00
11/10/06		312.00	312.00	100	312.00

PLEASE PAY

TOTAL

Marblehead 000161

**INVOICE**

7415-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 9/18/2004

Page 1

Bill To: Anderson, Ole
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7415	AND012	9/18/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
S7	INSIDE STORAGE 2004-2005 SEASON	1	600.00	600.00

Total Material \$0.00

Tax: 0.00

** Yard is not responsible for mast head gear **

Total: \$600.00

** All work must be paid in full before boat leaves yard **

** Finance Charge 1.5% per Month on Overdue Accounts **

SEP 20 2004

Marblehead 000162

**INVOICE**

7559-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 10/13/2004

Page 1

Bill To: Anderson, Ole
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7559	AND012	10/13/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Remove and launder cover (7/13/04)	1	50.00	50.00
*	STOCK: Inv. #B16459	1	57.68 T	57.68

Total Material \$57.68

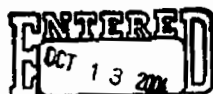
Tax: 2.88

** Yard is not responsible for mast head gear **

Total: \$110.56

** All work must be paid in full before boat leaves yard **

** Finance Charge 1.5% per Month on Overdue Accounts **



**INVOICE**

6937-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 7/16/2004

Page 1

Bill To: Anderson, Ole
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
6937	AND012	7/16/2004		FLASH1	

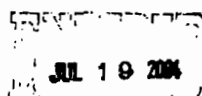
Code	Description	Quantity	Unit Price	Extended Price
-	Summer Storage	3	100.00	300.00
-				
-				
-				
-				
-				
-				
-				
-				
-				

Total Material

\$0.00

Tax:

0.00

**** Yard is not responsible for mast head gear ******Total:****\$300.00****** All work must be paid in full before boat leaves yard ******** Finance Charge 1.5% per Month on Overdue Accounts ****

**INVOICE**

6328-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 1/6/2004

Page 1

Bill To: Anderson, Ole
 321 W Arcade

Boat Name: **FLASH**

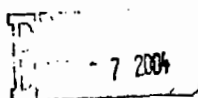
Home Phone: (561) 573-0021

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
6328		1/6/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00
-	Remove covers. Wash/dry. Recover	1	100.00	100.00

Total Material**\$0.00****Tax:****0.00****** Yard is not responsible for mast head gear ******Total:****\$600.00****** All work must be paid in full before boat leaves yard ******** Finance Charge 1.5% per Month on Overdue Accounts ****

**INVOICE**

5871-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 09/05/2003

Page 1

Bill To: Anderson, Ole
 145 NE 6th Ave

Boat Name: **FLASH**

Home Phone: (561) 573-0021

Delray Beach, FL 33483-5422

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
5871		09/05/2003		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00

Total Material \$0.00

Tax: 0.00

** Yard is not responsible for mast head gear **

Total: \$500.00

** All work must be paid in full before boat leaves yard **

** Finance Charge 1.5% per Month on Overdue Accounts **

SEP - 8 2003

Marblehead 000172

**INVOICE**

4201-1

Marblehead Trading Company

89 Front St. Marblehead, MA 01945
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 05/02/2002

Page 1

Bill To: Anderson, Ole
 145 NE 6th Ave

Boat Name: **FLASH**

Home Phone: (561) 573-0021

Delray Beach, FL 33483-5422

Work Phone:

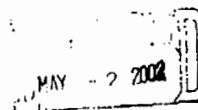
Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
4201		05/02/2002		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00

Total Material \$0.00 **Tax:** 0.00

**** Yard is not responsible for mast head gear ******Total:** \$500.00**** All work must be paid in full before boat leaves yard ******** Finance Charge 1.5% per Month on Overdue Accounts ****

For storage per
 note on check.
 With
 Invoice
 TO COVER
 500.00
 Temp Storage



Marblehead 000173

$$\begin{aligned} \mathbb{P}(\mathcal{E}_{\mathcal{A}}^c) &\leq \mathbb{P}(\mathcal{E}_{\mathcal{A}}^c | \mathcal{E}_{\mathcal{B}}) + \mathbb{P}(\mathcal{E}_{\mathcal{B}}^c) \\ &\leq \mathbb{P}(\mathcal{E}_{\mathcal{A}}^c | \mathcal{E}_{\mathcal{B}}) + \mathbb{P}(\mathcal{E}_{\mathcal{B}}^c) \\ &\leq \mathbb{P}(\mathcal{E}_{\mathcal{A}}^c | \mathcal{E}_{\mathcal{B}}) + \mathbb{P}(\mathcal{E}_{\mathcal{B}}^c) \end{aligned}$$

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 105–112

$$\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4}$$
[illegible]

What is the pH of a 0.10 M solution of H_2S ?

$$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$$

1. $\frac{1}{2}$ 2. $\frac{1}{2}$ 3. $\frac{1}{2}$ 4. $\frac{1}{2}$ 5. $\frac{1}{2}$ 6. $\frac{1}{2}$ 7. $\frac{1}{2}$ 8. $\frac{1}{2}$ 9. $\frac{1}{2}$ 10. $\frac{1}{2}$

$$\begin{aligned} \text{Lipophilicity (log } P_{\text{ow}}) &= 0.41 - 0.012 \text{ (number of hydrogen bond donors)} \\ &+ 0.015 \text{ (number of hydrogen bond acceptors)} \end{aligned}$$

FIG. 1. Effect of temperature on the rate of change of body weight of *Chironomus tentans* in culture at 16–20°C.

1. $P_1 = 1$ and $P_2 = 1$.

THE

INTAL : 0306

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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100 100 100

Marblehead 000174

EX-100
12 11 '00

Invoice # 1741
 Invoice Date 08/07/06

MARBLEHEAD TRADING CO.
 89 FRONT STREET
 MARBLEHEAD, MA 01945

(781) 620-0020

Boat Name: Flash

To: Anderson, Ole

145 MF 8th Ave

Work Order # 1741

Mooring #

0/1: 0

Phone: 1-800-334-833

Phone: 1-800-334-833

Launch/Haul Date: 07/08/06

Launch/Haul: 0

Finance Charge 1.5% per Month on Overdue Accounts.

DESCRIPTION	QTY	RATE	AMOUNT
2 1/2" x 8" (11) St	22.00	3.50	85.00
10 1/2" x 8" Boston	1.00	5.15	5.15

DATE:

TOTAL MATERIAL

TOTAL LABOR

TOTAL TAX

TOTAL DUE

Marblehead 000176

ENTERED
 8.3.00

$$\left(\frac{\partial^2}{\partial x^2} + \frac{\partial^2}{\partial y^2} \right) u = 0 \quad \text{in } \Omega, \quad u = 0 \quad \text{on } \partial\Omega, \quad \frac{\partial u}{\partial n} = 0 \quad \text{on } \partial\Omega.$$
$$f(x) = \frac{1}{2} \left(1 + \frac{x}{\sqrt{1+x^2}} \right) \quad \text{for } x \in \mathbb{R}.$$
[illegible]
$$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$$
[illegible]

1. *Chrysomelids* (Coleoptera: Chrysomelidae)

1. The first part of the document is a list of references. The references are listed in a standard format, with the author's name, the title of the work, and the publisher. The references are as follows:

1. J. H. Van Veen, *The History of the Netherlands*, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578,

January 1941 - 1942
 January 1943 - 1944
 March 1945
 January 1946

$$x = \frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$$
[illegible]

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22 7.40

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7. 10. 1941

571

4500

* 44-38861-1000 37 PAGES IN FILE. 1947 RE. BURO LETTER - 1000 37.

4. *Chrysomelids* (15 spp.)

TODD W. FEELEY :

[illegible]

DOMESTIC INCOME

[illegible]

WORK ORDER # 1741
ORDER DATE 07/08/20

MARBLEHEAD TRADING CO.
20 FRONT STREET
MARBLEHEAD, MA 01945
1/811-200-0000

Boat Name: Flash

Class: Star #721
Length: 20.00
Type: S (Ball Power)
Color:

To: Anderson, Ole
15.00 15th Ave

Ray/Combo:

15.00 15th Ave 01 33483

Meeting N
C/I: 0

15.00 15th Ave 01 33483
15.00 15th Ave 01 33483

Launch/Haul Date: 07/08/20

Launch/Haul: 0

15.00 15th Ave
15.00 15th Ave

Haul Site:

Launch Site:

15.00 15th Ave

QTY RATE AMOUNT

15.00 15th Ave 01 33483
15.00 15th Ave 01 33483
15.00 15th Ave 01 33483

TOTAL MATERIAL \$

TOTAL LABOR \$

TOTAL TAX \$

TOTAL DUE \$

Marblehead 000179

Invoice # 1741
 Invoice Date 03/15/2006

MARBLEHEAD TRADING CO.
 89 FRONT STREET
 MARBLEHEAD, MA 01945

(781) 639-0029

Boat Name: Flash

To: Anderson, Ole
 145 NE 6th Ave

Work Order # 1741
 Mooring #
 C/J: 0

Del. Lic. Reg. # FL 33483

Home Phone: (561) 5/3-21
 Work Phone: (561) 5/3-21

Launch/Haul Dates: 07/08/100
 Launch/Haul: 0

TERMS: Net 30 DAYS. Finance Charge 1.5% per Month on Overdue Accounts.

LOG	DESCRIPTION	QTY	RATE	AMOUNT
	Oil Load @ Cliff St	22.00	3.80	83.60
	Rig for Boston			
	Truck to Boston & Back	1.00	571.50	571.50

NOTE: Ole, the rig & truck to Boston & back
 11 hours, plus fuel, plus the use
 of the truck was a deal!

Received \$ 445	-400.00	1.00	-400.00
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COMMENTS:

TOTAL MATERIAL \$
 TOTAL LABOR \$
 TOTAL TAX \$

TOTAL DUE \$ 175.10

Marblehead 000181

WIND, SHEAR 11-41 AM 12/1
 TO FRONT STREET
 MARBLEHEAD, MA 01945

WIND 10-14-00024

Boat Name: P-151

For: Arlen, Jr., P1
 147 to 151 Ave

Wick (Index) 8 171

Meaning 4

151 Ave, Boston, MA 02103

(11): 1

151 Ave, Boston, MA 02103
 151 Ave, Boston, MA 02103

Launch/Boat Name: 151 Ave
 Launch/Boat: 151

151 Ave, Boston, MA 02103 (151 Ave) Change 1.5% per Month on Overdue Accounts

151 Ave, Boston, MA 02103

151 Ave, Boston, MA 02103

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151 Ave, Boston, MA 02103

Marblehead 000182

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)	
Plaintiff,)	
v.)	Civil Action # 05-10192 RWZ
)	
ONE STAR CLASS SLOOP SAILBOAT)	
BUILT IN 1930 WITH HULL NUMBER)	
721, NAMED "FLASH II",)	
Defendant.)	

UNITED STATES' ANSWERS TO INTERROGATORIES

The United States of America, by its attorney, Michael J. Sullivan, United States Attorney for the District of Massachusetts, provides the following responses to the interrogatories propounded by Kerry Scott Lane, M.D. (the "Interrogatories"), pursuant to Federal Rules of Civil Procedure 26 and 33.

GENERAL RESPONSES AND OBJECTIONS TO INTERROGATORIES

The following General Objections are incorporated into each of the responses as if set forth in full, even if not repeated therein.

1. The United States objects to the Interrogatories to the extent that they call for the disclosure of information subject to the attorney-client privilege, work product protection, investigatory privilege or any other privilege or protection recognized by applicable federal or state law. To the extent that any such privileged or protected information is disclosed, such disclosure is not intended as, nor should it be deemed to be, a waiver of any privilege or protection.

2. The United States objects to the Interrogatories to the extent that they seek to define terms and/or characterize the evidence in this matter. To the extent that the United States

Wright (“AUSA Wright”) and all other employees of the United States Attorney’s Office who worked on this forfeiture case, and on behalf of the investigating officers from the United States Drug Enforcement Administration (the “DEA”) who worked on the investigation leading up to this forfeiture case. The terms “DEA”, “employee of the DEA,” and/or “agent of the DEA” as used herein do not include confidential informants.

8. The United States objects to the time frame of the Interrogatories as overly broad. Specifically, the United States objects to all requests that extend beyond October 18, 2005, the date of the district court’s judgment in this matter.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1

State whether you¹ interviewed Gregory Olaf (“Ole”) Anderson, or his attorney Robert Augustus Harper, at any time between February 2004 and present, in which any mention was made of the Kennedy sailboat and/or ownership thereof. If the answer is yes, as to each and every such interview, please separately state the following:

- a. The date, place, time if known, and identities of all persons present or listening telephonically or through other means (e.g. wire or other listening device.)
- b. State with particularity every statement made by Anderson or Harper – whether spontaneously or in response to questioning – regarding the owners of interests in the sailboat, the identity of the doctor or dentist referred to on page 9 of the Complaint, or the location of any documents relating to the identities of the owners of interests in the sailboat.
- c. If the statements referred to in subpart b above were recorded or reduced to writing in a police report or contemporaneous notes, identify those documents.

ANSWER TO INTERROGATORY NO. 1

Subject to and without waiving the General Objections, the United States responds as follows:

¹ The pronoun “you” is used collectively throughout these interrogatories. See instruction (a) above.

No employee of the United States Attorney's Office interviewed Gregory Olaf ("Ole") Anderson, or his attorney Robert Augustus Harper, at any time between February 2004 and October 18, 2005, in which any mention was made of the Kennedy sailboat and/or ownership thereof.

There were no communications directly between Gregory Olaf Anderson and the DEA.

INTERROGATORY NO. 2

State whether you interviewed Ralph Anderson, or any employee or agent of Marblehead Trading Company (including its attorney Kenneth Lindauer) at any time between February 2004 and present, in which any information was requested or provided concerning the identities of the owners of the Kennedy sailboat. If the answer is yes, as to each and every such interview, please separately state the following:

- a. Identify the person interviewed and the interviewer(s);
- b. State the date, place, time, and whether the interview was in person or by phone;
- c. Identify each other person present or listening telephonically or through other means (e.g. wire or other listening device);
- d. State what information or statements were given by the interviewee;
- e. State whether the interviewer requested that the interviewee check Marblehead's records and books for information that might lead to the identities of the owners, and if so, the interviewee's response;
- f. If the statements referred to in subpart d above were recorded or reduced to writing in a police report or contemporaneous notes, identify those documents.
- g. If Ralph Anderson or any employees or agents of Marblehead turned over documents to you, identify those documents.

ANSWER TO INTERROGATORY NO. 2

Subject to and without waiving the General Objections, the United States responds as follows:

No employee of the United States Attorney's Office interviewed Ralph Anderson, or any employee or agent of Marblehead Trading Company (including its attorney Kenneth Lindauer) at any time between February 2004 and October 18, 2005 in which any information was requested or provided concerning the identities of the owners of the Kennedy Sailboat. I and/or other agents of the DEA interviewed Ralph Anderson, as set forth in the DEA Form 6 regarding that interview, produced herewith and incorporated herein by reference.

INTERROGATORY NO. 3

State whether you interviewed Harry E. Crosby or his attorney, J. Thomas Kerner, at any time between February 2004 and present, in which any information was requested or provided concerning the identities of other owners of the Kennedy sailboat. If the answer is yes, as to each and every such interview, please separately state the following:

- a. Identify the person interviewed and the interviewer(s);
- b. State the date, place, time, and whether the interview was in person or by phone;
- c. Identify each other person present or listening telephonically or through other means (e.g. wire or other listening device);
- d. State what information or statements were given by the interviewee;
- e. State whether the interviewer requested that Crosby check his records for information that might lead to the identities of the owners, and if so, the interviewee's response;
- f. If the statements referred to in subpart d above were recorded or reduced to writing in a police report or contemporaneous notes, identify those documents.
- g. If Harry E. Crosby or his attorney, J. Thomas Kerner, turned over any documents to you pertaining to the Kennedy sailboat, identify those documents. This request is not limited to documents pertaining to the identities of other co-owners.

ANSWER TO INTERROGATORY NO. 3

Subject to and without waiving the General Objections, the United States responds as follows:

At some point in late October 2004 or early November 2004, AUSA Wright received a telephone message from J. Thomas Kerner, an attorney representing Harry E. Crosby. AUSA Wright believes that she called Kerner back, and that there was no one else on the call from AUSA Wright's end. Kerner told AUSA Wright that his client, Crosby, was a part owner of the Kennedy Sailboat and had purchased his interest for \$19,800. Kerner said that Chuck Fitzgerald had previously had an interest in the Kennedy Sailboat, but had sold or transferred that interest. Kerner wanted to know how Crosby could protect his claim to the Kennedy Sailboat. AUSA

Wright informed Kerner that he would receive a copy of the Complaint for Forfeiture *in rem* once it was filed and a Warrant and Monition was issued by the Court. At that time, Crosby could file a claim with any documentation showing his ownership interest in the Kennedy Sailboat. Kerner agreed to accept service of the Complaint and gave AUSA Wright his office address. AUSA Wright told Kerner that she would pass Crosby's name along to the seizing agency for purposes of notice. AUSA Wright has a brief notation in her running telephone log of that conversation.

On or about March 10, 2005, Kerner sent AUSA Wright a letter describing Crosby's interest in the Kennedy Sailboat, and attached documents showing transfer of \$5,250 to Ole Anderson on or about July 1, 1996.

No employee or agent of the DEA interviewed Harry E. Crosby or his attorney, J. Thomas Kerner, at any time between February 2004 and October 18, 2005 in which any information was requested or provided concerning the identities of the owners of the Kennedy Sailboat.

INTERROGATORY NO. 4

State whether you interviewed Jean Anderson, at any time between February 2004 and present, in which any information was requested or provided concerning the identities of other owners of the Kennedy sailboat. If the answer is yes, as to each and every such interview, please separately state the following:

- a. Identify the person interviewed and the interviewer(s);
- b. State the date, place, time, and whether the interview was in person or by phone;
- c. Identify each other person present or listening telephonically or through other means (e.g. wire or other listening device);
- d. State what information or statements were given by the interviewee;
- e. State whether the interviewer requested that Jean Anderson check her records for information that might lead to the identities of the owners;
- f. If the statements referred to in subpart d above were recorded or reduced to writing in a police report or contemporaneous notes, identify those documents.
- g. If Jean Anderson or her agents or attorney turned over any documents to you pertaining to the Kennedy sailboat, identify those documents. This request is not limited to documents pertaining to the identities of other co-owners.

INTERROGATORY NO. 9

State whether, at any time since February 2004, you or your agents obtained information that Sailorman New And Used Marine Emporium, Fort Lauderdale Florida and/or Chuck Fitzgerald purchased the sailboat at auction in 1996, or that they previously or currently owned an interest in the sailboat. You should answer in the affirmative if you had information but the name or location was incomplete or incorrect. If the answer is yes, state the following:

- a. Identify each person who provided the information and the date it was provided.
- b. As to each person identified in subpart a state with particularity what that person told you about Sailorman and/or Fitzgerald.
- c. If your information about Sailorman and/or Fitzgerald was obtained from other sources, such as a database or newspaper articles, please identify each of those sources and produce such documents.

ANSWER TO INTERROGATORY NO. 9

Subject to and without waiving the General Objections, the United States responds as follows:

On or about March 10, 2005, AUSA Wright received a letter from Attorney J. Thomas Kerner which enclosed a copy of a June 30, 1996, story from *The Tallahassee Democrat*, page 4B, by Bill Bergstrom titled, "Forgotten JFK Sailboat Fetches \$18,500." Copies of the letter and article are being produced in response to the Request for the Production of Documents.

INTERROGATORY NO.10

State whether you interviewed the Confidential Informant (referred to in the Complaint) or his attorney, at any time between February 2004 and present, in which any information was requested or provided concerning the identities of other owners of the Kennedy sailboat. If the answer is yes, as to each and every such interview, please separately state the following:

- a. Identify the person interviewed and the interviewer(s);
- b. State the date, place, time, and whether the interview was in person or by phone;
- c. Identify each other person present or listening telephonically or through other means (e.g. wire or other listening device);
- d. State in detail what information or statements were given by the Confidential Informant with regard to the identities and locations of the other owners, including vague and incomplete information.
- e. State whether the interviewer requested that the Confidential Informant check his records for information that might lead to the identities of the owners, and if so, the interviewee's response;
- f. If the statements referred to in subpart d above were recorded or reduced to writing in a police report or contemporaneous notes, identify those documents.
- g. If the Confidential Informant or his attorney turned over any documents to you

INTERROGATORY NO. 17

State how the United States and Guernseys arrived at the following figures regarding the value and sale of the sailboat:

- a. the estimated value;
- b. the starting bid; and
- c. the minimum reserve; and
- d. identify any documents provided to Guernseys to document the estimated value, or relating in any way to the matters in subsection a through c.

ANSWER TO INTERROGATORY NO. 17

The United States objects to Interrogatory No. 17 on the grounds that it calls for information that is neither relevant to, nor reasonably calculated to lead to the discovery of admissible evidence concerning, the government's attempts to identify any owner(s) of the Kennedy Sailboat.

INTERROGATORY NO. 18

With regard to the Guernseys auction state the following:

- a. the name and address of the person or entity who purchased the sailboat;
- b. the price paid;
- c. how many bids there were, and the amount of those losing bids; and
- d. state whether the successful bidder is related – either by blood, by marriage, or through a business partnership, agency or other business relationship – to any party in this case, including government agents on the case, the Confidential Informant, and Harry E. Crosby.

ANSWER TO INTERROGATORY NO. 18

The United States objects to Interrogatory No. 18 on the grounds that it calls for information that is neither relevant to, nor reasonably calculated to lead to the discovery of admissible evidence concerning, the government's attempts to identify any owner(s) of the Kennedy Sailboat.

INTERROGATORY NO. 19

Identify any and all documents in your possession documenting the matters in interrogatory 16.

ANSWER TO INTERROGATORY NO. 19

The United States objects to Interrogatory No. 19 on the grounds that it calls for information more properly the subject of a document request. The United States further objects to Interrogatory No. 19 on the grounds that it calls for information that is neither relevant to, nor reasonably calculated to lead to the discovery of admissible evidence concerning, the government's attempts to identify any owner(s) of the Kennedy Sailboat.

INTERROGATORY NO. 20

State whether you spoke to Dr. Kerry Lane on the telephone prior to the filing of his Rule 60(b) motion. If so,

- a. State the date(s) of these conversations and who participated in the conversation other than Dr. Lane;
- b. State with particularity the contents of the conversation, including statements made by you and by Dr. Lane;
- c. Identify any notes made by you concerning the conversation, with the date and time the notes were made, if known; and
- d. State what actions you took to notify the district judge that Dr. Lane was asserting an ownership interest in the sailboat.

ANSWER TO INTERROGATORY NO. 20

Subject to and without waiving the General Objections, the United States responds as follows:

AUSA Wright does not believe that she spoke to Dr. Kerry Lane prior to the filing of his Rule 60(b) motion. She did have at least one conversation with his attorney, Eric Goldberg, in July 2005. During that conversation, Attorney Goldberg told AUSA Wright that he had been retained by the unnamed doctor. Paralegal Lisa Talbot had a telephone conversation with someone purporting to be Dr. Kerry Lane in or around June 2005. A memorandum regarding Ms. Talbot's memory of that conversation is produced herewith and incorporated herein by reference. Also produced herewith is a memorandum regarding AUSA Kristina Barclay's memory of a conversation that she had with Ms. Talbot regarding that phone call, which had to have occurred before AUSA Barclay went on maternity leave on July 1, 2005.

INTERROGATORY NO. 21

If you made any efforts to locate owners of interests in the sailboat other than those detailed in answer to the interrogatories above, please describe those efforts.

ANSWER TO INTERROGATORY NO. 21

Subject to and without waiving the General Objections, the United States responds as follows:

All of the efforts made by employees of the United States Attorney's Office and the DEA to locate those with potential interests in the Kennedy Sailboat have been described in my answers to Interrogatories 1 through 20.

U.S. Department of Justice
Drug Enforcement Administration

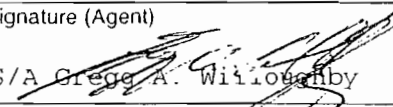
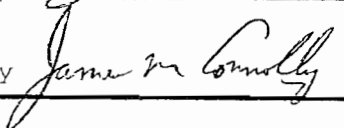
REPORT OF INVESTIGATION

Page 1 of 2

1. Program Code N/A	2. Cross File <input type="checkbox"/>	Related Files	3. File No.	4. G-DEP Identifier
5. By: S/A Gregg Willoughby At Boston Fld. Div. CBI - Lowell, MA	<input type="checkbox"/>		6. File Title BURNHAM, Daniel at al.	
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:	<input type="checkbox"/>		8. Date Prepared 10/14/04	
9. Other Officers: S/A Michael O'Shaughnessy, Mass. S.P. Lt. Kenneth Gill, Tpr. John Foster				
10. Report Re: Seizure of exhibit N-172 on 10/13/04				

DETAILS & CUSTODY OF EVIDENCE

- Reference is made to all prior reports prepared under the subject investigative file relative Gregory Olaf ANDERSON.
- On October 5, 2004, United States Magistrate Judge Robert B. Collings, District of Massachusetts, issued a seizure warrant for one Star Class Sloop Sailboat, with Hull number 721, named "FLASH II" and owned, in whole or in part, by Gregory Olaf ANDERSON (hereafter, exhibit N-172).
- On October 13, 2004, at approximately 10:30 a.m., the above named officers arrived at the Marblehead Trading Company in Marblehead, Massachusetts (hereafter, the "boatyard") to execute the aforementioned seizure warrant. ANDERSON was storing exhibit N-172 at that location. Shortly after arriving, S/A's Willoughby and O'Shaughnessy, Lt. Gill and Tpr. Foster met with Mr. Ralph Anderson, the owner of the boatyard (not related to Gregory Olaf ANDERSON), and identified themselves as Special Agents from the Drug Enforcement Administration and as Massachusetts State Police officers. S/A Willoughby explained that they were there to seize the aforementioned Sailboat and provided Mr. Anderson with a copy of the seizure warrant. At that time, Mr. Anderson stated "poor Ole" and that "Ole" was always involved in some kind of "scam" and that he has something going in Cuba. Mr. Anderson also stated that he expected ANDERSON to

11. Distribution: Division	12. Signature (Agent)  S/A Gregg A. Willoughby	13. Date 10/14/04
District	14. Approved (Name and Title)  G/S James Connolly	15. Date 10/18/04
Other		

DEA Form - 6
(Jul. 1996)

DEA SENSITIVE
Drug Enforcement Administration

4 4 Extra

U.S. Department of Justice
Drug Enforcement Administration

REPORT OF INVESTIGATION <i>(Continuation)</i>	1. File No.	2. G-DEP Identifier
	3. File Title BURNHAM, Daniel at al.	
4. Page 2 of 2 5. Program Code N/A	6. Date Prepared 10/14/04	

return to Marblehead soon because he [ANDERSON] had said that he had a buyer for the Sailboat lined up. Thereafter, exhibit N-172 was seized without incident and with Mr. Anderson's full compliance and cooperation. Mr. Anderson also stated that the Sailboat's mast was also stored at the boatyard but that because it was fragile, he recommended that it not be moved without the proper equipment. Mr. Anderson offered to maintain the Sailboat's mast at the boatyard for as long as needed and that he has the capability to transport the mast to whatever location desired. The Sailboat (without the mast) was subsequently towed by a private boat-towing company to the U.S. Marshal's storage facility in Massachusetts where it will be secured pending forfeiture proceedings. Mr. Anderson did not have ANDERSON's address or contact information but stated that someone who works at the boatyard would likely have it.

4. In an article written in the Boston Globe by Shelley Murphy (dated October 14, 2004), ANDERSON denied being the owner of the Sailboat and that an unidentified doctor was the boat's primary owner. According to the article, ANDERSON also made statements that he hoped to receive up to one third of the profit from the sale of the Sailboat for his role in assisting in the purchase of the boat and restoring the boat. The article also detailed that ANDERSON said that the boat was purchased "long before" his involvement in drugs.

INDEXING

1. ANDERSON, Gregory Olaf - Naddi

stored) in or around May 2004 to take the boat out of storage to ready it for sale and to look for possible parties interested in purchasing it.

14. On April 12, 2004, the CW stated that it first met Anderson several years ago through Anderson's older brother, Jim Anderson (hereafter, "Jim Anderson"). The CW used to buy small amounts of marijuana (user amounts) for a friend at that time from Jim Anderson. The CW only knows Anderson by the nicknames "Ole Anderson" and "Lance". The CW described Anderson as a white male from Florida, approximately 55 years old, approximately 5'10" tall and 180 lbs., with blondish hair and blue eyes. On May 3, 2004, the CW identified a photograph obtained from the Arizona Department of Corrections of Gregory Olaf Anderson displayed in an array, as the person the CW knew as "Ole Anderson" and "Lance".

15. The CW stated that "it" used to transport marijuana from Texas to Massachusetts for Joseph Milo and Paul Nicolo. After a while, the CW began investing "its" own money into the marijuana business. The CW started purchasing marijuana from Mark Wojciechowski (the Texas-based marijuana supplier at the time) in addition to what the CW transported to Massachusetts for Milo and Nicolo. One of the individuals the CW sold "its" marijuana to was Jim Anderson in Florida. According to the CW, Jim Anderson used to purchase between 20 and 100 pounds of

marijuana from the CW at a time for approximately \$900 to \$1,000 per pound. On one or more occasions, Anderson actually picked up the marijuana from the CW on behalf of his brother, Jim. The CW also learned from Anderson that he [Anderson] maintained marijuana customers in New Hampshire and possibly the Virginia area. The CW reported to me that Anderson had long been involved in smuggling marijuana and that Anderson knew that the CW's primary form of income was from the sale of marijuana.

16. Around the time the CW supplied Jim Anderson with marijuana, Anderson purchased a sailboat previously owned by President John F. Kennedy. According to the CW (which the CW learned from Anderson), President Kennedy sailed that boat in races off of Hyannis, Massachusetts. Although the CW did not know how much Anderson paid for the boat, the CW stated that "it" invested approximately \$12,000 to \$15,000 in cash at Anderson's request. Another person, possibly a doctor or dentist, also invested roughly the same amount. The CW stated that the money "it" and the other investor invested covered the purchase price and materials Anderson used to repair and refurbish the Sailboat. Anderson told the CW that he was going to refurbish the boat and sell it for a significant profit based on the Sailboat's association with President Kennedy and its historical value. The CW understood that "it" and the other investor were each to receive 20 percent of the profit. The CW stated that the money

pounds of marijuana. Furthermore, Michael Twarog and four others were arrested in Tucson in March 2004 in relation to the seizure of approximately 2,000 pounds of marijuana.

18. After Anderson was arrested in December 2001, he spoke with the CW and implied that he would inform the police about the CW unless the CW paid him. The CW agreed to pay Anderson [for his silence] and detailed that "it" paid Anderson the \$40,000 United States currency for Anderson's transportation fee, an additional \$50,000 cash for Anderson's silence and Anderson's defense attorney's fee, which was approximately \$20,000. The CW also gave up the right to "its" twenty percent share of the profit from Anderson's sale of President Kennedy's Sailboat, as well as other concessions. The CW had also loaned Jim Anderson approximately \$20,000 and forgave that loan on behalf of Anderson.

19. In or around October or November 2003, the CW was contacted by Anderson. Anderson had recently been released from prison in Arizona after serving about one year. During their conversation, Anderson told the CW that he had met and befriended a Mexican National (Anderson did not provide a name) while in prison. Anderson explained that the Mexican National was part of a large marijuana trafficking organization capable of supplying the CW with marijuana. Anderson further detailed that the Mexican National would deliver the marijuana to any location in

sell the Sailboat and that he is asking \$1.2 million for it, although willing to negotiate. Anderson told the CW that he believed he could get \$1 million or more based on the sales of other JFK-related items. Anderson stated that he displayed the Sailboat on the deck of the Aircraft Carrier "*John F. Kennedy*" during the tall ships tour in Boston approximately four years ago. Also during the call, Anderson stated that he was traveling "down there" (which the CW understood from past conversations to mean Cuba) on June 1st and that he didn't think that he would be able to make it to Massachusetts until August. Anderson stated that he wanted to go to Marblehead to complete some work on the Sailboat in order to prepare it for sale. The CW and Anderson agreed to contact each other after Anderson returned [from Cuba]. The call between the CW and Anderson on May 3rd was consensually recorded.

21. On September 27, 2004, the CW met with Anderson in Beverly, Massachusetts. During their meeting, Anderson told the CW that he had paid the CW back for the CW's cash contribution to the Sailboat. Anderson said that he paid the CW back for everything the CW had loaned him to originally purchase the Sailboat. Anderson explained that that the CW originally loaned him between \$15,000 and \$20,000 to purchase the boat and that he [Anderson] paid the CW back over the course of making two "trips" [transporting marijuana] for the CW. Anderson told the CW that

telephone. During their conversation, Anderson told the CW that he originally paid \$20,000 for the Sailboat and that the bill of sale only reflects \$10.00 because of "tax" reasons. Anderson also said that he intends to keep the boat stored at the Marblehead Trading Company. The call between the CW and Anderson on September 28th was consensually recorded.

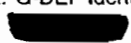

23. Based on the facts outlined in this Affidavit, I have probable cause to believe that the Star Class Sloop Sailboat built in 1930 with hull number 721, named Flash II and once owned by President John F. Kennedy and Joseph P. Kennedy is subject to seizure and forfeiture to the United States pursuant to 21 U.S.C. § 853(a) and (f), and/or 881(a)(6) and (d) because it constitutes property constituting or derived from proceeds obtained, directly or indirectly, as the result of violations of Title 21. I believe that a seizure warrant is necessary because the Sailboat is capable of being moved, sold, or transferred by the owner. I therefore request that the Court issue a warrant for the seizure of this Sailboat.

GREGG A. WILLOUGHBY
Special Agent
Drug Enforcement Administration

Subscribed and sworn to before me, this ____ day of October, 2004

United States Magistrate Judge

U.S. Department of Justice
Drug Enforcement Administration

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smaller shipments of marijuana from Tucson, Arizona to the CS' house located outside of Las Vegas, Nevada. The Las Vegas house was rented under Shawn LNU's name and was used as a temporary storage and transshipment location. Shawn LNU would transfer the marijuana load to Edward PARKER who, in turn, would transport it to Massachusetts for the CS. The CS also stated that "it" paid Shawn LNU approximately \$15,000 per shipment of marijuana he drove to Las Vegas.

5. As previously reported, Gary SILVERSTEIN also worked for the CS as a marijuana transporter. SILVERSTEIN retired from that job a few years and, according to the CS, moved back to Oregon. The CS stated that "it" paid SILVERSTEIN \$50 per pound of marijuana transported up to 1,000 lbs. (\$50,000). The CS capped SILVERSTEIN's fee at \$50,000 per shipment. SILVERSTEIN, and the other transporters for that matter, paid for all travel related expenses from the fee.
6. The CS also obtained "COWBOY's" cell phone number and provided it to S/A Willoughby as (602) 999-6565.
7. During the period February 17, 2004 through March 2, 2003, the CS recorded numerous calls between the CS and "THE REVEREND" onto one audio-cassette tape that is hereafter referred to as exhibit N-131. On February 21, 2004, the CS contacted S/A Willoughby by telephone and reported that it had a telephone conversation with "THE REVEREND" during the previous evening. According to the CS, "THE REVEREND" stated that he was making progress regarding the shipment of marijuana and that he was planning on meeting with his supplier(s) over the coming weekend. "THE REVEREND" also told the CS that he wanted the CS to travel to Arizona to meet with him for the purpose of discussing the details of the anticipated marijuana shipment. Specifically, "THE REVEREND" wanted to discuss possible locations to be used to transfer the load. The CS reported that "it" attempted to record the February 20th call with "THE REVEREND" but due to a technical malfunction, a recording was not obtained. However, on the morning of February 21, 2004, the CS called "THE REVEREND" again and discussed many of the same issues the CS and "THE REVEREND" had discussed during the call on February 20th. "THE REVEREND" and the CS

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5. By: S/A Gregg Willoughby At Boston Fld. Div. CBI - Lowell, MA		6. File Title [REDACTED]		
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:		8. Date Prepared 04/12/04		
9. Other Officers: G/S James Sullivan				
10. Report Re: Debriefing of CS-[REDACTED] on 4/12/04 and the acquisition of exhibits N-155 & N-156.				

SYNOPSIS

On April 12, 2004, CS-[REDACTED] provided additional information concerning marijuana traffickers involved with the CS and others.

DRUG RELATED INFORMATION

- Reference is made to all prior reports prepared by S/A Gregg Willoughby under the subject investigative file relative to debriefings of CS-[REDACTED].
- On February 20, 2004, CS-[REDACTED] (hereafter, the "CS") reported that in or about October or November 2003, "Ole" ANDERSON contacted the CS and reported that he had met someone in prison who was able to supply large amounts of marijuana. That person, whom ANDERSON did not identify, was able to ship the marijuana to anywhere in the United States without a down payment but that a payment had to be made upon delivery (see DEA-6 dated February 20, 2004, report re: Debriefing of CS-[REDACTED]). Based on the forgoing information, the CS placed a recorded call to (561) 573-2602 on March 17, 2004 at the direction of S/A Willoughby. The CS identified that number as belonging to "Ole" ANDERSON's (a/k/a "Lance") cell phone. The CS received no answer and left a voice message saying that "it" called. On or about April 5, 2004, the CS placed a call to ANDERSON's cell phone and received an answer from ANDERSON. The CS refers to ANDERSON by his nickname, "Lance". During their call (which was not recorded), ANDERSON asked the CS to call him back within a week. On

11. Distribution: Division [REDACTED] District [REDACTED] Other [REDACTED]	12. Signature (Agent) S/A Gregg A. Willoughby	13. Date
	14. Approved (Name and Title) G/S James P. Sullivan, Jr.	15. Date

DEA Form - 6
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April 12, 2004, the CS called ANDERSON again and recorded the call. During the call, ANDERSON, in cryptic terms, indicated that he had not spoken with his potential marijuana supplier and that he needed a little more time. ANDERSON also told the CS that he wanted to try and sell "Kennedy's" boat and that he was planning on traveling to Marblehead, Massachusetts (where the boat was stored) in or around May 2004 to take the boat out of storage and ready it for sale and to look for possible parties interested in purchasing it. The CS recorded the calls on March 17th and April 12th onto one (1) audio-cassette tape that is hereafter referred to as exhibit N-155. The CS maintained custody of exhibit N-155 until it was turned over to S/A Willoughby on April 12, 2004.

3. On April 12, 2004, G/S Sullivan and S/A Willoughby met with the CS in Lowell, Massachusetts for the purpose of conducting a debriefing of the CS. During the debriefing, the CS provided the following details:
4. The CS first met "Ole" ANDERSON" (hereafter, "ANDERSON") several years ago through Jim ANDERSON (hereafter, "Jim ANDERSON"), ANDERSON's older brother. The CS used to buy small amounts of marijuana (user amounts) for a girlfriend at that time from Jim ANDERSON. The CS only knows "Ole" by this nickname and "Lance", another nickname. The CS described ANDERSON as a white male, approximately 55 years old, approximately 5'10" tall and 180 lbs., with blondish hair and blue eyes. ANDERSON was born and raised in Florida and likes to surf and sail, smokes cigarettes and is possibly an alcoholic. "Ole" and Jim ANDERSON have a lengthy history of being involved in smuggling, transporting and distributing marijuana in the Florida area and other parts of the east coast. The CS believed that one or both might also have smuggled drugs into Florida in the 1980's using speed boats. The CS also heard that Jim ANDERSON might currently be involved in smuggling high quality "Hydro" marijuana from Canada into the United States.
5. As previously reported, the CS used to transport marijuana from Texas to Massachusetts for Joseph MILO and Paul NICOLO. After investing "its" own money, the CS started purchasing marijuana from Mark

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WOJCIECHOWSKI (the Texas-based marijuana supplier at the time) in addition to what the CS transported to Massachusetts for MILO and NICOLO. One of the individuals the CS sold "its" marijuana to was Jim ANDERSON in Florida. According to the CS, Jim ANDERSON used to purchase between 20 and 100 pounds of marijuana from the CS at a time for approximately \$900 to \$1,000 per pound. One (1) or more occasions, ANDERSON actually picked-up the marijuana from the CS on behalf of his brother Jim. The CS also learned that ANDERSON maintained marijuana customers in New Hampshire and possibly the Virginia area. In an around the time the CS supplied Jim ANDERSON with marijuana, ANDERSON purchased a "J Class" sailboat previously owned by President John F. Kennedy. According to the CS, President Kennedy sailed that boat in races off of Hyannis, Massachusetts. Although the CS does not know how much ANDERSON paid for the boat, the CS stated that "it" invested approximately \$12,000 to \$15,000 in cash and another person, possibly a doctor or dentist, invested roughly the same amount. ANDERSON told the CS that he was going to refurbish the boat and sell it. The CS and the other investor were to each receive 20 percent of the profit. The CS stated that the money "it" invested was proceeds from "its" marijuana sales to Jim ANDERSON and other customers. The CS stated that ANDERSON brought the boat to an auction in New York a few years ago and received a bid of \$800,000 for the boat. ANDERSON turned down the offer believing that he could sell the boat for \$1,000,000 or more. The CS stated that ANDERSON purchased the boat somewhere on the west coast of Florida and that he has documents verifying that the boat was owned and raced by President Kennedy.

6. ANDERSON also had a friend who had designed and built his own submarine capable of descending to a depth of 700 feet. ANDERSON, who frequently traveled to the Bahamas and Cuba, got involved with Canadian treasure hunters and requested the CS' financial assistance. According to the CS, ANDERSON told the CS that the Canadians had an agreement with the Cuban Government giving them [the Canadians] the right to search for lost treasures in Havana Harbor. The Canadians, however, were to share 50 percent of the treasure found with the Cuban Government. ANDERSON negotiated a deal with the Canadians in which he would provide the Canadians with a boat and submarine that

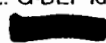

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could be used to search the harbor for treasure. ANDERSON advised the CS that he would get 20 percent of the Canadians' share of the treasure. ANDERSON asked the CS to purchase a boat capable of transporting the submarine. In return, the CS would receive an eight (8) percent share of the profit. The CS agreed to purchase the boat. The CS invested \$60,000 and bought a boat that was then configured to haul the submarine. ANDERSON sailed the boat carrying the submarine to Cuba where the CS believed it was used to search for sunken treasure. The CS stated that thus far, no treasure had been found and believes that the boat is still in Cuba as of this date.

7. In or around 2000, the CS lost one of "its" drivers (marijuana transporters) and hired ANDERSON as a replacement. The CS could not recall the exact timing of hiring ANDERSON but believed it was in the time period of the CS' transition from buying marijuana from "Cowboy" [identified as Michael TWAROG] and "THE REVEREND". The CS stated that "it" negotiated to pay ANDERSON a set fee of \$40,000 (possibly up to \$50,000) per load transported. The CS also had Edward PARKER driving a second truck for him at the time ANDERSON was hired. At the time, the CS was purchasing as much as 3,000 pounds of marijuana from "THE REVEREND" and/or "COWBOY" and/or Mark WOJCIECHOWSKI's suppliers [who was identified as Luis DOMINGUEZ]. The marijuana was divided into two (2) loads and transported by two (2) pick-up trucks [by ANDERSON and PARKER] from Tucson, Arizona to Massachusetts. The CS estimated that ANDERSON transported between four (4) and eight (8) loads of marijuana from Tucson to Massachusetts for the CS. ANDERSON's role as one of the CS' transporters ended when he was arrested by local law enforcement authorities in Arizona. The CS stated that ANDERSON was stopped shortly after leaving Tucson with 1,200 pounds of the CS' and WOJCIECHOWSKI's marijuana. The other pick-up truck, driven by PARKER, successfully delivered the 1,200 pounds to the CS in Massachusetts. According to the CS, part of the 1,200 pounds in ANDERSON's truck was owned by WOJCIECHOWSKI.
8. After ANDERSON was arrested, ANDERSON spoke with the CS and implied that he would inform the police about the CS unless the CS paid him. The CS agreed to pay ANDERSON for his silence and detailed that "it" paid ANDERSON the \$40,000 USC for ANDERSON's transportation fee, an

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additional \$50,000 USC for ANDERSON's silence and paid ANDERSON's defense attorney's fee, which was approximately \$20,000. The CS also gave up the right to "its" 20 percent share of what ANDERSON would make from the sale of President Kennedy's sailboat and gave up "its" interest in the boat used in Cuba (at least \$60,000). The CS had also loaned Jim ANDERSON \$20,000 USC and forgave that loan because of ANDERSON.

9. As detailed above and in previous reports, the CS was contacted by ANDERSON in November 2003. ANDERSON had recently been released from prison in Arizona after serving about one year. During their conversation, ANDERSON told the CS that he had met and befriended a Mexican National (ANDERSON did not provide a name) while in prison. ANDERSON explained that the Mexican National was part of a large marijuana trafficking organization capable of supplying the CS with marijuana. ANDERSON further detailed that the Mexican National would deliver the marijuana to any location in the United States without having to receive the payment until time of delivery. The CS stated that the entire payment was due upon delivery. ANDERSON told the CS that the Mexican supplier was due to be released from prison in or around the end of March or beginning of April 2004. The CS told ANDERSON that "it" was retiring from the marijuana business at which time ANDERSON asked that the CS turn "its" marijuana customers over to him.
10. During the debriefing, S/A Willoughby displayed a photograph of a white male to the CS and asked if the CS recognized the person depicted. [Agent's note: That photograph was from Michael DIPLATZI's Massachusetts driver's license obtained by S/A Willoughby from the Massachusetts Registry of Motor Vehicles earlier that day]. The CS immediately recognized the person as the individual "it" had met at Anthony BELMONTE's wedding and who had tried to give the CS his telephone number in an effort to purchase marijuana directly from the CS, circumventing BELMONTE. The CS subsequently recalled the person's name as "Michael". The CS also detailed that DIPLATZI was one of BELMONTE's larger marijuana customers. The CS stated that during the period that BELMONTE was purchasing 1,000 or more pounds of marijuana from the CS, BELMONTE sold a large amount of that

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message on ANDERSON's voice-mail. The CS placed another call to ANDERSON on the morning of May 3, 2004 and had a lengthy conversation with him. In summary, the CS spoke with ANDERSON about ANDERSON's sailboat that was owned by President John F. Kennedy. ANDERSON told the CS that the boat's name was "Flash II" and that it was built in 1930. The sailboat is a Star, which ANDERSON described as an Olympic class racing sailboat. ANDERSON further detailed that President Kennedy and his brother Joe Kennedy purchased the boat in 1934. President Kennedy sold the boat in 1942 just before he shipped out to the Pacific Theater during World War II. ANDERSON is currently storing the boat at the Marblehead Trading Company in Marblehead, Massachusetts. ANDERSON told the CS that he is currently trying to sell the boat and that he is asking \$1.2 million for it but is willing to negotiate. ANDERSON told the CS that he believed he could get \$1 million or more based on the sales of other JFK related items. ANDERSON stated that he displayed the sailboat on the deck of the John F. Kennedy Aircraft Carrier during the Tall Ships tour in Boston approximately four (4) years ago. Also during the call, ANDERSON stated that he was traveling "down there" [Cuba] on June 1st and that he didn't think that he would be able to make it to Massachusetts until August. ANDERSON stated that he wanted to go to Marblehead to paint the bottom of the sailboat. The CS recorded "its" call with ANDERSON on May 3, 2004 onto one (1) audio-cassette tape that is hereafter referred to as exhibit N-159. The CS transferred exhibit N-159 to S/A Willoughby during the debriefing later that same day.

4. As previously reported, the CS stated that "it" invested approximately \$15,000 in "its" drug proceeds so that ANDERSON could purchase the sailboat. ANDERSON also told the CS that another individual, whom the CS recalled being a dentist or doctor, also invested approximately \$15,000 in the initial purchase of the boat. The CS stated that ANDERSON invested his time and effort in restoring the boat. In response to questions, the CS stated that although ANDERSON was not transporting marijuana for the CS at the time, the CS was selling 20 to 100 pounds of marijuana at a time to ANDERSON's brother, Jim ANDERSON, and that ["Ole"] ANDERSON had picked up the marijuana from the CS, on behalf of his brother Jim, on at least one occasion. The CS also reported that ANDERSON had long been involved



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purchased the boat from Ouida M. Ehler on August 2, 1996 in consideration of \$10.00 and "other good and valuable consideration." The documents ANDERSON handed to the CS are hereafter referred to as exhibit N-169. ANDERSON went over the documents with the CS and explained that the documents authenticate that the boat was once owned by President John F. Kennedy and Joseph P. Kennedy. ANDERSON also reiterated that he is selling the sailboat for the asking price of \$1.2 million, but that he is willing to accept \$900,000. ANDERSON believes that because of the sailboat's historical value, he is able to sell it for his asking price. ANDERSON also told the CS that he has been working on the boat to get it into a presentable condition that will allow him to get the highest price. ANDERSON also said that he had to sell stock in order to pay for his trip from Florida to Massachusetts.

5. During their meeting, the CS asked ANDERSON about the money "it" loaned ANDERSON so that he [ANDERSON] could initially purchase the sailboat. ANDERSON told the CS that he had paid the CS back for that loan, which ANDERSON stated was between \$15,000 and \$20,000. ANDERSON explained that he paid back the loan by working it off over two "trips" [transporting marijuana] for the CS. ANDERSON stated that he made a total of four (4) trips [transporting marijuana] for the CS but that he had spent most all of the money he had earned while working for the CS [in the marijuana business]. As previously reported, ANDERSON transported marijuana from Arizona to Massachusetts for the CS and was paid approximately \$40,000 for each trip. The CS stated that the first trip ANDERSON made was approximately 800 - 1,000 pounds and increased to 1,200 pounds. The CS explained that the money "it" gave to ANDERSON for the sailboat was originally intended to be an investment; however, as time passed, the CS did not expect to earn a profit on the investment and negotiated with ANDERSON to change it to a loan. The CS stated that while speaking with ANDERSON, "it" recalled allowing ANDERSON to pay the CS back (for the sailboat loan) by allowing ANDERSON to work off the loan by transporting the marijuana to Massachusetts.
6. The CS and ANDERSON also discussed another boat that ANDERSON currently maintains in Cuba. ANDERSON said that he has been working

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on that boat and asked the CS to loan him \$20,000 to complete repairs and upgrades to it. ANDERSON also explained that he has large fuel tanks on board the boat and that he can use the tanks to conceal artifacts and treasure that he finds in Cuba to smuggle them out of Cuba to the Bahamas. ANDERSON also stated that when he just recently returned to the U.S. from Cuba, he traveled via Honduras. ANDERSON also explained that he has hired an attorney to assist him in bringing his wife, an unidentified 19 year-old Cuban female National, to the United States.

7. The CS also asked ANDERSON about the marijuana supplier he [ANDERSON] met while in prison in Arizona. ANDERSON stated that he has not been successful at his attempts to contact the unidentified supplier and that earlier in the year (in or around February 2004), he [ANDERSON] went to Cuba and returned to the United States by walking across the U.S./Mexican border into Arizona. ANDERSON said that he tried to locate and/or contact the supplier while in Arizona but was not successful. ANDERSON said that he does not believe that he will be able to contact the supplier. ANDERSON said that he did receive a letter from the supplier before he [the supplier] was released from prison and he [ANDERSON] had expected to hear from the supplier.
8. The CS informed ANDERSON that "it" was making arrangements to bring a shipment of marijuana [to Massachusetts] and asked whether ANDERSON still had marijuana customers in New Hampshire. ANDERSON replied that he did; however, asked if the CS was able to deliver the marijuana to Florida instead. ANDERSON said that he would be able to sell a large quantity of it to customers there if the marijuana was as good a quality as it was before.
9. At the conclusion of their meeting, the CS and ANDERSON agreed to talk within the next couple of days as to the status of the potential sale of the "Flash II".
10. While debriefing the CS relative to "its" meeting with ANDERSON, S/A Willoughby retained the digital recording device from the CS. On September 28, 2004, S/A Michael O'Shaughnessy downloaded the recording onto a compact disc (CD) that is hereafter referred to as

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exhibit N-168. S/A Willoughby also searched the CS and the CS' vehicle for money and contraband with negative results.

11. On September 28, 2004, the CS contacted S/A Willoughby and reported that ANDERSON had called the CS on two (2) occasions and left messages requesting that the CS call him back. As instructed by S/A Willoughby, the CS called ANDERSON back and recorded the call. The CS reported that during the call, ANDERSON stated that he had purchased the "Flash II" for \$20,000 but that the bill of sale (one of the documents given to the CS by ANDERSON) listed the sale price as only \$10.00 for "tax" purposes. ANDERSON also stated that he received the permission of the Captain of the U.S. Navy Aircraft Carrier "John F. Kennedy" when he [ANDERSON] displayed the "Flash II" on its deck during the *Tall Ships* tour in Boston in July 2000. ANDERSON also advised the CS that he intended to keep the Sailboat stored at the Marblehead Trading Company in Marblehead. The audio-cassette tape containing the recorded telephone call with ANDERSON on September 28th is hereafter referred to as exhibit N-171. The CS transferred custody of exhibit N-171 to S/A Willoughby on September 29, 2004.

NON-DRUG RELATED INFORMATION

1. See above.


FINANCIAL INFORMATION

1. See above.

TERRORIST/EXTREMIST RELATED INFORMATION

1. None to report.

CUSTODY OF EVIDENCE

1. Exhibit N-167 is described as one (1) original audio-cassette tape containing recorded undercover telephone calls by CS  to Gregory Olaf ANDERSON during the period September 15, 2004 thru

U.S. Department of Justice
Drug Enforcement Administration

REPORT OF INVESTIGATION

Page 1 of 2

1. Program Code N/A	2. Cross File <input checked="" type="checkbox"/> [REDACTED] <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> COPY	3. File No. CC-02-0118	4. G-DEP Identifier [REDACTED]
5. By: S/A Gregg Willoughby At: Boston Fld. Div. CBI - Lowell, MA		6. File Title [REDACTED]	
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:		8. Date Prepared 10/11/04	
9. Other Officers: None			
10. Report Re: Debriefing of CS-[REDACTED] on 10/11/04.			

DRUG RELATED INFORMATION

- Reference is made to DEA-6 dated September 28, 2004, report re: Debriefing of CS-[REDACTED] on September 27, 2004 and September 28, 2004.
- On October 9, 2004, CS-[REDACTED] (hereafter, the "CS"), contacted S/A Willoughby by telephone and left a message reporting that the CS had just spoken with Gregory Olaf ANDERSON by telephone. The CS reported that "it" called ANDERSON in return to ANDERSON's recent calls. The CS stated that ANDERSON was interested in the status of the potential "buyer" for ANDERSON's sailboat and that he [ANDERSON] wanted to know whether the CS had any news as to whether the "buyer" was going to view and/or purchase the sailboat ["FLASH II"]. The CS stated that "it" did not record the call because "it" did not have a recording device at the time of the call.
- On October 11, 2004, S/A Willoughby spoke with the CS by telephone regarding the October 9th call. During the call, the CS again stated that ANDERSON was primarily interested in the status of negotiations for the sale of ANDERSON's sailboat "FLASH II" since the CS' and ANDERSON's meeting on September 27, 2004. The CS also stated that ANDERSON told the CS that he had attempted to contact the unidentified marijuana supplier in Arizona but without success. ANDERSON said that the telephone number he had for the supplier was

11. Distribution: Division [REDACTED] District Other	12. Signature (Agent) S/A Gregg A. Willoughby	13. Date
	14. Approved (Name and Title) G/S James Connolly	15. Date

DEA Form - 6

(Jul. 1996)

59 gw

DEA SENSITIVE
Drug Enforcement AdministrationThis report is the property of the Drug Enforcement Administration.
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USDocReqResp000059

U.S. Department of Justice
Drug Enforcement Administration

REPORT OF INVESTIGATION

Page 1 of 2

1. Program Code N/A	2. Cross File Related Files <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	3. File No. CC-02-0118	4. G-DEP Identifier [REDACTED]
5. By: S/A Gregg Willoughby At: Boston Fld. Div. CBI - Lowell, MA		6. File Title [REDACTED]	
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:		8. Date Prepared 10/14/04	
9. Other Officers: S/A Michael O'Shaughnessy, Mass. S.P. Lt. Kenneth Gill, Tpr. John Foster			
10. Report Re: Seizure of exhibit N-172 on 10/13/04			

DETAILS & CUSTODY OF EVIDENCE

- Reference is made to all prior reports prepared under the subject investigative file relative Gregory Olaf ANDERSON.
- On October 5, 2004, United States Magistrate Judge Robert B. Collings, District of Massachusetts, issued a seizure warrant for one Star Class Sloop Sailboat, with Hull number 721, named "FLASH II" and owned, in whole or in part, by Gregory Olaf ANDERSON (hereafter, exhibit N-172).
- On October 13, 2004, at approximately 10:30 a.m., the above named officers arrived at the Marblehead Trading Company in Marblehead, Massachusetts (hereafter, the "boatyard") to execute the aforementioned seizure warrant. ANDERSON was storing exhibit N-172 at that location. Shortly after arriving, S/A's Willoughby and O'Shaughnessy, Lt. Gill and Tpr. Foster met with Mr. Ralph Anderson, the owner of the boatyard (not related to Gregory Olaf ANDERSON), and identified themselves as Special Agents from the Drug Enforcement Administration and as Massachusetts State Police officers. S/A Willoughby explained that they were there to seize the aforementioned Sailboat and provided Mr. Anderson with a copy of the seizure warrant. At that time, Mr. Anderson stated "poor Ole" and that "Ole" was always involved in some kind of "scam" and that he has something going in Cuba. Mr. Anderson also stated that he expected ANDERSON to return to Marblehead soon because he [ANDERSON] had said that he had

11. Distribution: Division [REDACTED] District Other [REDACTED]	12. Signature (Agent) S/A Gregg A. Willoughby	13. Date
	14. Approved (Name and Title) G/S James Connolly	15. Date

DEA Form - 6
(Jul. 1996)DEA SENSITIVE
Drug Enforcement Administration

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61

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Previous edition dated 8/94 may be used.

USDoeReqResp000061

U.S. Department of Justice
Drug Enforcement Administration

REPORT OF INVESTIGATION <i>(Continuation)</i>	1. File No. CC-02-0118	2. G-DEP Identifier [REDACTED]
	3. File Title [REDACTED]	
4. Page 2 of 2	6. Date Prepared 10/14/04	
5. Program Code N/A		

a buyer for the Sailboat lined up. Thereafter, exhibit N-172 was seized without incident and with Mr. Anderson's full compliance and cooperation. Mr. Anderson also stated that the Sailboat's mast was also stored at the boatyard but that because it was fragile, he recommended that it not be moved without the proper equipment. Mr. Anderson offered to maintain the Sailboat's mast at the boatyard for as long as needed and that he has the capability to transport the mast to whatever location desired. The Sailboat (without the mast) was subsequently towed by a private boat-towing company to the U.S. Marshal's storage facility in Massachusetts where it will be secured pending forfeiture proceedings. Mr. Anderson did not have ANDERSON's address or contact information but stated that someone who works at the boatyard would likely have it.

4. In an article written in the Boston Globe by Shelley Murphy (dated October 14, 2004), ANDERSON denied being the owner of the Sailboat and that an unidentified doctor was the boat's primary owner. According to the article, ANDERSON also made statements that he hoped to receive up to one third of the profit from the sale of the Sailboat for his role in assisting in the purchase of the boat and restoring the boat. The article also detailed that ANDERSON said that the boat was purchased "long before" his involvement in drugs.

INDEXING

1. [REDACTED] - [REDACTED]

BILL OF SALE AND GENERAL RELEASE

IN CONSIDERATION of ten and no/100th dollars (\$10.00) and other good and valuable consideration, receipt of which being hereby acknowledged, the undersigned does sell, bargain and convey all right, title and interest in *Flash II*, #721, Star Craft sailing vessel, unto G. Olaf Anderson, and further warrants title to same, dated this 2 day of August 1996.

Ouida M. Ehler

Signature

Ouida M. Ehler

Printed Name

RT #4, Box 40990

Address

Monticello, FL 32344

City/State/Zip

ACKNOWLEDGMENT

STATE OF FLORIDA :

COUNTY OF Jefferson :

Sworn to and subscribed before me by Ouida McClellan Ehler who is personally known to me or who has produced Florida driver's license E460-713-29-713 as identification this 02d day of August, 1996.

[Signature]
Notary Public

State of Florida at Large

My commission expires:



ROBERT A. HARPER, JR.
MY COMMISSION # CC428965 EXPIRES
February 3, 1999
BONDED THRU TROY FAIN INSURANCE

the company.

"The inattentiveness can't be tolerated, but, secondly, the employee that filmed the senior reactor operator did not immediately report the potential

PILGRIM NUCLEAR, Page B8



AP FILE PHOTO

The Flash II, bought by John F. Kennedy when he was 17 for between \$400 and \$600.

Agents seize JFK's old sailboat

By Shelley Murphy

GLOBE STAFF

A 22-foot sailboat that a teenage John F. Kennedy raced in regattas off Cape Cod was seized yesterday by federal agents who allege that its current owner bought and refurbished it with marijuana profits.

The Flash II — a Star Class sloop that the late president owned for six years and sold in 1942, before shipping out to the Pacific during World War II — was hauled away from its storage spot at the Marblehead Trading

SAILBOAT, Page B7

Writings condemned

The Islamic Society of Boston distances itself from a trustee and treasurer accused of publishing anti-Semitic articles. **B3**

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VERLY, Page B8

Drug agents seize JFK's old sailboat

► SAILBOAT

Continued from Page B1

Co. in Marblehead by agents from the US Drug Enforcement Administration.

"Crime doesn't pay," said US Attorney Michael J. Sullivan. "The seizure and forfeiture of assets allegedly gained from drug proceeds is critically important and sends a deterrent message to those who want to get involved in the illegal drug business."

If the government wins its forfeiture case, then it will probably sell the boat to the highest bidder, Sullivan said.

In 1998, the sloop drew an \$800,000 offer during an auction of Kennedy memorabilia, but the owner turned it down, saying at the time that he hoped it would fetch up to \$1.2 million.

In an affidavit released yesterday, the DEA asserted that Gregory "Ole" Anderson of Florida was the sole or primary owner of the Flash II and had bought and refurbished it with drug profits.

Anderson, who spent a year in an Arizona state prison for transporting marijuana, was contacted in February by a former drug-dealing associate who was secretly cooperating with the DEA and helped agents build a forfeiture case, according to the affidavit.

The drug dealer said that he gave Anderson between \$12,000 and \$15,000 toward refurbishing the boat and that Anderson used other money he obtained from transporting drugs.

But in a telephone interview last night, Anderson insisted that the boat's primary owner is a doctor, whom he would not identify,

and that drug profits were never used to buy the boat or restore it.

Anderson said that after helping someone else buy the boat in 1996 for \$18,500, he has invested years of "sweat equity" restoring the boat, with the understanding that he would get a percentage of the sale, possibly as much as a third. He said he was storing the boat in Marblehead so that he could sell it close to the boat's history.

"This boat has nothing to do with a mistake I made which I paid for," Anderson said, adding

that the boat was bought long before his involvement in drugs.

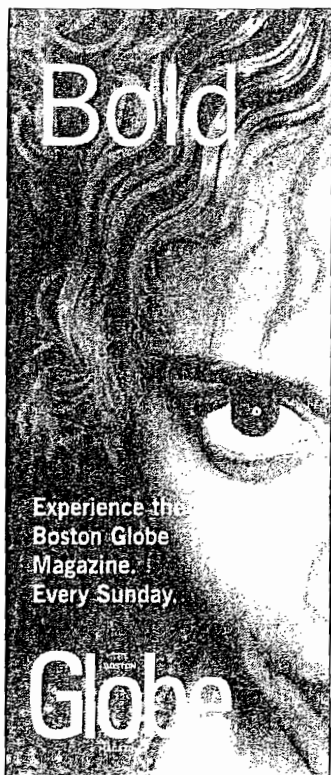
"They do this and bring this up to put some sort of pallor over the name of the boat, which should not be, because it's a magnificent, historic artifact," he said.

Kennedy, then 17, and his older brother, Joe, bought the Olympic-style Star Class vessel in 1934. Two years later, Kennedy, a member of the Nantucket Sound

Star Fleet, raced the boat to an Atlantic Coast Championship.

The boat — built in 1930 on Long Island, N.Y. — originally sold for about \$900. Kennedy paid between \$400 and \$600 for it and sold it six years later for \$300 to a man who owned it for 27 years before the 1996 sale.

Shelley Murphy can be reached at smurphy@globe.com.



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J. Thomas Kerner

March 10, 2005

Ms. Shelbey D. Wright
Assistant United States Attorney
United States Courthouse
1 Courthouse Way
Suite 9200
Boston, MA 02210

Re: *U.S. v. One Star Class Sloop Sailboat Built in 1930 with
Hull Number 721, Named "Flash II,"* 05 CV 10192

Dear Ms. Wright:

Enclosed, please find the following documents:

1. a reprint of, *Forgotten JFK Sail Boat Fetches \$18,500*, an A.P. story dated June 30, 1996, from The Tallahassee Democrat, page 4B, by Bill Bergstrom and
2. three pages of documents which demonstrated that on July 1, 1996, Mr. Crosby had the First Bank of Clewiston wire \$5,250 to Rowell Realty & Auction Co., Inc.

It is my understanding that Mr. Harry Crosby was asked by Ole Anderson whether Crosby wanted to invest in the Kennedy sail boat. Crosby was told by Anderson that there was another investor, named Chuck Fitzgerald. Crosby agreed and, once Anderson won the auction for the boat, Crosby wired \$5,250. Crosby was told that his funds were combined with \$14,000 from Fitzgerald to purchase the boat. In addition to the \$18,500 purchase price, a commission had to be paid to Rowell Realty & Auction Co.

Initially, Crosby's \$5,250 bought him a one-quarter share in the boat. Subsequently Fitzgerald asked to be bought out and Crosby invested another \$5,000. Crosby now owns one-third of the boat.

Crosby is willing to stipulate to an order forfeiting the boat to the government, provided the government agrees to sell the boat at auction and pay Crosby one-third of the net proceeds. He also would like an additional \$15,000 for legal fees, but that's not a deal breaker. You may find it not surprising that Crosby is upset that Anderson turned down a reported \$800,000 bid for the boat at an auction in, I believe, 1998.

Thank you.

Very truly yours,


J. Thomas Kerner

JTK:ms

Tallahassee Democrat (FL)Tallahassee Democrat (FL)

June 30, 1996

Section: LOCAL

Page: 4B

FORGOTTEN JFK SAILBOAT FETCHES \$18,500

Bill Bergstrom THE ASSOCIATED PRESS

When John F. **Kennedy** raced **sailboats** as a teen-ager, one of his prized boats was a Star Class sloop named Flash II.

The future president skippered the sleek 22-footer to an Atlantic Coast Championship in 1936 as a 19-year-old member of the Nantucket Sound Star Fleet.

Six decades later, far from Cape Cod, its mast broken and white paint weathered, the boat brought \$18,500 at auction Saturday.

The buyer, Chuck Fitzgerald, owner of Sailorman Used Marine Gear Emporium in Fort Lauderdale, will restore the 66-year-old wooden craft, said Ole Anderson, who bid on Fitzgerald's behalf.

The price didn't approach the \$453,500 paid for **Kennedy's** oak rocking chair or \$722,500 paid for his golf clubs at the auction of Jacqueline **Kennedy** Onassis' estate in April.

But it was a big jump from the \$300 the late Don Ehler paid for the boat in 1963 in Clearwater - with no idea who the former owner was.

Ehler, who died in April, kept the boat in a shed since 1972 when he retired.

Despite the price, Ouida Enter, Don's wife, said, "It's kind of sad seiling something that meant a lot to him."

Illustration:B&W photo

HUGH SCOGGINS/The Associated Press

Ole Anderson, who placed the winning bid for the boat's new owner, packs up the Flash II, which once belonged to John F. **Kennedy**.

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Current Date: November 15, 2004
 Account Number: 111205490
 Capture Date: July 01, 1996
 Item Number: 99990000006836
 Posted Date: July 01, 1996
 Posted Item Number: 7690080
 Amount: \$5,250.00
 Record Type: Credit

Date <u>7-1-96</u>		ACCOUNT NUMBER
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Rowell Pitt & Auction		
H.E. Crosby		
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Page 5

Domestic Wire Transfer		Date: 07/01/1996 Time: 10:08 AM
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Receiver ABA: 063100277 Name: NATIONS BANK		
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I-ATTN: OLE ANDERSON, MARK MARLY		
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*** Report Process Complete ***

Boston Globe

Date 11/19/05 Page B1 d B7

Place your bid for JFK sailboat

Other presidential items set for auction

By Shelley Murphy
GLOBE STAFF

A sleek, 22-foot sailboat that John F. Kennedy raced off Cape Cod as a teenager will go to the highest bidder next month in New York City when Guernsey's auctions offers one of the largest collections of JFK memorabilia ever to go on sale.

The Omega watch Kennedy wore at his presidential inauguration, the "hot line" telephone he carried while away from the White House, and passports belonging to the late president and his wife, Jacqueline, will also be on the block.

But one item is in a category of its own: the Flash II, a Star class sloop — with a past.

The boat was seized from a convicted drug dealer last year, forfeited to the government, and is being sold on consignment for the US Marshals Service.

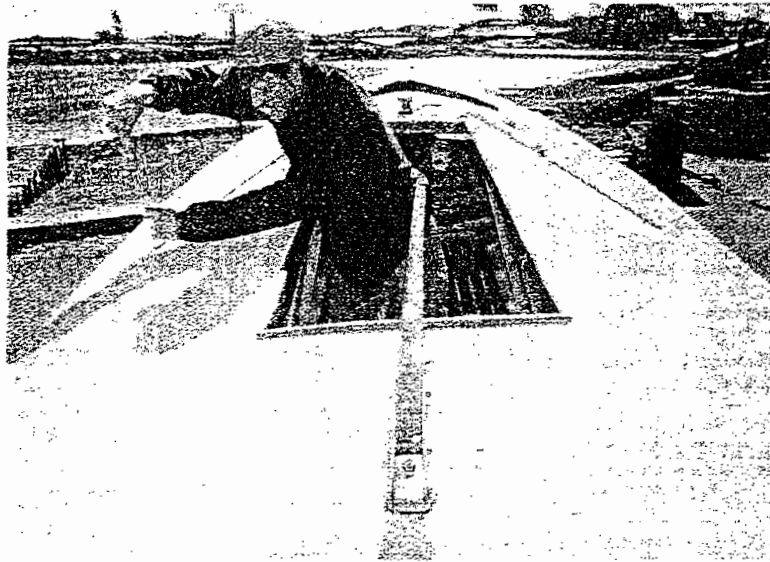
And now, with the boat expected to draw a handsome price, a Florida anesthesiologist urged a federal appeals court in Boston yesterday to order a judge to reconsider the doctor's claim that he has a stake in the boat.

In papers filed with the US District Court in Boston, a lawyer for Dr. Kerry Scott Lane said the doctor is not trying to stop the auction, but he wants Guernsey's to set an appropriate minimum bid, and wants the money from the sale placed in escrow

until his challenge is resolved.

But US Attorney Michael J. Sullivan said Lane's appeal lacks merit, noting a judge has already ruled twice that the doctor knew in October 2004 that the boat had been seized, but failed to stake a claim until after the vessel was forfeited in July.

The Flash II, which the late president owned for six years and sold in 1942, was seized by the Drug Enforcement Administration after a cooperating witness asserted it was bought with drug profits in 1996 by Gregory "Ole" Anderson, of Florida, a convicted marijuana trafficker.



LAURIE SWOPE/ASSOCIATED PRESS/FILE 1997

The Flash II was seized from drug trafficker Gregory "Ole" Anderson (above) last year by the Drug Enforcement Administration.

Ownership of the boat has been a matter of contention.

The government alleged that Anderson was the primary or sole owner of the boat.

But Anderson told the Globe last year that the primary owner

was a doctor, whom he wouldn't identify, and that drug profits were never used to buy the boat or restore it.

He said that others invested money in the boat, while he invested years of "sweat equity" restoring the vessel, with the understanding that he'd get a percentage of the sale.

Lane acknowledged that Anderson told him DEA had seized the boat last year from its storage spot at the Marblehead Trading Company in Marblehead.

Lane said he didn't come forward at the time to tell the government he had invested \$60,000 in legitimate money in the boat because he had just joined the staff at St. Anne's Hospital in Fall River.

"I was concerned about my hospital privileges at a new job," said Lane, adding, "I didn't want to be associated with a drug dealer."

Lane said he learned only in

July that the government had filed a forfeiture claim in US District Court in Boston last February.

Another Florida man, Harry Crosby, did come forward to contest the forfeiture, claiming he had invested \$10,000 in the sailboat, and US District Judge Rya Zobel ordered the government to give him a third of any profits it makes from the sale.

The US Marshals Service has been authorized by the court to sell the boat and after shopping around, decided it would attract the highest price at Guernsey's auction, said Bill Ryan, administrative officer for the marshals in Boston.

Ryan said the DEA had the boat appraised at about \$800,000, based on a bid of that amount for the Flash II in 1998, when Guernsey's offered it at another JFK memorabilia auction.

Anderson rejected that bid, holding out for \$1 million.

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FLASH II

John F. Kennedy's Star Class Sailboat

DESCRIPTION & HISTORY

DIMENSIONS: 22 feet long
8 feet wide
35 feet mast
WEIGHT: 760 pounds

Registered as #721 by the International Star Class Yacht Racing Association.

Believed to have been originally built in 1930 by Ole Hope for Hercules B. Atkin, this sleek sloop was purchased in 1934 by John F. Kennedy and his older brother Joseph Kennedy, Jr. The Kennedy's keen interest in sports, and particularly the water sports they enjoyed during their summers in Hyannisport was well known. Their enthusiasm and passion for sailing and swimming usually evolved into heated competitions among the brothers, their family, and friends. With the purchase of this 22-footer, John F. Kennedy was able to further hone his sailing skills as a member of the Nantucket Sound Star Fleet.

Star boats were exceedingly tricky to sail because of their towering masts and narrow hulls, but Flash II was an especially fast boat and in it John F. Kennedy became an exceptional sailor, winning many races at the Wianno and Hyannisport Yacht Clubs. Kennedy won high acclaim when he triumphed in one race in an unprecedented four-minute victory. As stated in a publication from the time, "...the amazing win by John Kennedy in his Nantucket Sound Flash II in the last race by nearly four and a half minutes, an almost unprecedented margin for a Blue Star event."

Throughout the summer months, John F. Kennedy spent hours each day sailing with close friends, often the very people who would later serve him as key political advisors, including Lem Billings. Kennedy's poor health as a child was nourished with his fervor for sailing, and undoubtedly it was his water activities that helped physically strengthen him. Having been a weak and sickly youngster, Kennedy fell ill again during his college years and, through his therapeutic water activities, regained much of his health and strength. His time aboard his sloop, Flash II, clearly played a large part of this rehabilitation.

In 1940, John F. Kennedy removed his brother Joe's name from the boat registry, and shortly thereafter, in 1942, he sold Flash II. The boat was kept in storage for many years, after which its' most recent owner undertook a meticulous and thorough restoration. Over 90% of the sloop is original and during its restoration, great care was taken to use materials from the era, although they were often difficult to obtain. Craftsmen with the high-

NOVEMBER 18, 2004

PAGE 2

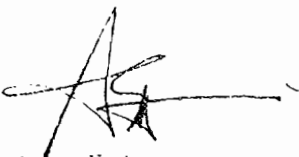
est possible level of expertise were carefully selected to help restore the boat, ensuring that Flash II would be returned to its' original condition. Details of this restoration include a white body finished with linseed oil-based enamel paint, polished fittings in bronze and wood trim pieces that include a Spanish cedar-varnished splash rail.

Flash II was included as Lot #80 in Guernsey's John F. Kennedy Auction, conducted in March, 1998 in New York City. In conjunction with that event the boat was exhibited at the New-York Historical Society, Seventh Regiment Armory and the atrium of Trump Tower. This boat has also been exhibited at numerous boat shows and museums including the Museum of Yachting in Newport Rhode Island in 1997.

APPRAISAL

In our opinion, were the Flash II to be made available to us today, we would place an estimate on it of from \$800,000 to \$1,000,000 (eight hundred thousand to one million dollars.) At auction, we believe it would be capable of fetching \$1,000,000.

We offer the above opinion based on our thirty years of experience selling high end items relating to legendary figures primarily from the twentieth century. For example, Guernsey's sold the rock-era guitars of Jerry Garcia (Grateful Dead) for approximately \$1million each and the home run record setting baseball hit by Mark McGwire for \$3million. The firm has sold many vintage automobiles for substantial amounts and conducted what many view as the most highly regarded auction of boats and boating artifacts when we held our Yachting Auction on the grounds of the Museum of Yachting in Newport, Rhode Island. Other nautical events conducted by Guernsey's would include the sale of the contents of the ocean liner SS *United States* (the world's largest auction) and our recent Titanic Auction held at New York's South Street Seaport Museum. In addition to working closely with many of our nation's finest museums, we have proudly represented our government in such matters as the appraisal and sale of the Calumet Farm Thoroughbred Racing Trophy Collection. Of course, auctions including material relating to John F. Kennedy, Franklin Roosevelt and many other presidents have long been a mainstay of this company.



Arlan Ettinger
President

November 18, 2004

Talbot, Lisa (USAMA)

From: Barclay, Kristina (USAMA)
Sent: Monday, October 23, 2006 12:33 PM
To: Rue, Nancy (USAMA)
Cc: Talbot, Lisa (USAMA)
Subject: File: U.S. v. One Star Class Sloop

Before I went on maternity leave in July 2005, Lisa Talbot told me that she had just gotten off the phone with someone who claimed to have an interest in J.F.K.'s sailboat, which was at the time the defendant in a civil forfeiture action being handled by AUSA Shelby Wright. Lisa told me that the man stated that he was a Dr. I recommended that Lisa tell Shelby about the conversation. My last day of work before maternity leave was Friday, July 1, 2006, so this conversation must have occurred on or before that day.

Talbot, Lisa (USAMA)

From: Talbot, Lisa (USAMA)
Sent: Monday, October 23, 2006 11:44 AM
To: Talbot, Lisa (USAMA)
Subject: Memo to the File (JFK Sailboat)

NOTE TO FILE (Telephone conversation between Lisa Talbot and Dr. Kerry Lane)

Dr. Kerry Lane phoned the United States Attorney's office and I spoke with him concerning the forfeiture of the sailboat (approx. June 2005). Dr. Lane told me that he was part owner of the sailboat, and wanted to know what he could do to get his fair share, because he had heard that the sailboat was being forfeited and sold by the United States. I told him that the Court had entered a Notice of Default, and that the boat was being turned over to the U.S. for forfeiture, but if he thought that he had standing, he would need to get an attorney. He said that he didn't want to spend \$5,000 for an attorney and not get anything in return. I explained that the Court had issued a Default, and asked why he hadn't come forward sooner to file a claim. He told me that he didn't come forward sooner because of two reasons: 1) He was going through the accreditation process at (I believe Fall River Hospital) his new place of employment, and didn't want them to know of his possible affiliation with a criminal (Ole Anderson); and 2) He stated that he hadn't come forward sooner because he was under the impression that the boat would be donated to the Smithsonian when it was forfeited, and if the sailboat was going to be donated to the Smithsonian, he would just let it go to the museum. However, since he had found out that the sailboat was going to be sold by the government after the forfeiture was finalized, he decided that he would come forward claiming an ownership interest, to see if he could get a piece of the sale. I asked him if he had any concrete documentation indicating an ownership interest in the sailboat, i.e. title documents, etc...and he said no. I again told him that if he truly felt that he had an ownership interest in the sailboat, he would need to get an attorney, as the Court had already issued a Notice of Default in this case, and would need documentation before it would consider his claim of ownership. Dr. Lane balked at the suggestion of getting an attorney, again indicating that he didn't want to spend \$5,000 for an attorney when he may not get anything in return. He also said to me, "I have a hand written agreement on my stationary that I could send the Court for verification that the boat belongs to me." To which I responded, "I'm not sure how credible the Court will find hand-written notes on your stationary - you really need to get an attorney." Dr. Lane then agreed to look into getting an attorney and the conversation ended.